TOWN OF SEWALL'S POINT

KAIJA MAYFIELD
Mayor

JAMES W. CAMPO,
CFP Vice Mayor

FRANK FENDER
Commissioner

DAVID KURZMAN
Commissioner

JOHN TOMPECK
Commissioner

MICHELLE LEE BERGER
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

CHERYL DEMPSEY, CGFO
Finance Director

Town Commission Regular Meeting
December 15, 2020
7:00 PM

I. CALL TO ORDER

a. Pledge Allegiance to the Flag

b. Roll Call

c. Additions, Deletions or Changes to the Agenda

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.*

III. CONSENT AGENDA- *All items included in the Consent Agenda are routine in nature and the Commission will approve them under one motion and a roll call. Commission members may request discussion of any of the items and if so, the item will be taken from the Consent Agenda and considered elsewhere in the agenda as indicated*

- **a. Projects at a Glance**
- **b. Minutes - August 25, 2020, Regular Town Commission, September 3, 2020, Budget Hearing, September 3, 2020, Special Town Commission, and September 17, 2020 Budget Hearing**

IV. PROCLAMATIONS AND CEREMONIAL MATTERS

- **a. Public Employee Appreciation – Highlighting a Town Employee's Commitment to Public Service**

V. RESOLUTIONS

- **a. Resolution No. 896 - Registration Application for Town Seal**
- **b. Resolution No. 897 - Sanitary Sewer – Mayor Mayfield**
  Commission Sponsor: Mayfield

VI. ORDINANCE - FIRST READING

- **a. Ordinance No. 428 - Water Conservation - SFWMD**
- **b. Ordinance No. 429 - Water Shortage Plan - SFWMD**

VII. ORDINANCE - SECOND READING - There is nothing scheduled under this item.

VIII. OLD BUSINESS - There is nothing scheduled under this item.

IX. NEW BUSINESS

- a. Service Mark Registration Application
- b. Landscape Maintenance
    - 1) Accept RFP Ranking
    - 2) Approval of Contract
- c. General Planning Services Contract
    - 1) Accept the RFQ Respondent
    - 2) Approval of Contract

X. DISCUSSION

- a. Update 78-80 SSR RD - Land Acquisition for STA

XI. COMMISSION AND STAFF CLOSING COMMENTS

- a. STAFF
- b. COMMISSIONERS

XII. 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 PROJECTS AT A GLANCE

December 7, 2020

CONSTRUCTION COMPLETED - on time / on budget

NORTH SEWALL'S POINT SEPTIC TO SEWER CONVERSION

DEP Agreement No. LP43030 – Change Order # 2

GRANTEE: Town of Sewall's Point

DEP Agreement No. LP43030 as entered into on February 28, 2019 is hereby revised as follows:

1. Attachment A, Project Timeline & Budget Detail table is hereby deleted and replaced with the following:

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	$465,510.75	02/28/2019	11/01/2020
2	Design and Permitting	Contractual Services	$82,499.25	02/28/2019	11/01/2019
Total:			**$548,010.00**		

CONSTRUCTION COMPLETED - on time / on budget

MCU WATER MAIN REPLACEMENT – HIGH POINT

CONSTRUCTION IN PROCESS – on time / on budget

SOUTH SEWALL'S POINT RESILIENCY PROJECT PHASE 1

Progress of the Project:

- Time: *Contract day 68 of 210 or 32.4%*
- Total weather/holiday days added to contract: *0 (0 weather, 0 holidays)*
- Total Time Extension Days added to Contract: *0*
- Current Contract end date: *04/25/2021*
- Percent Increase Original Contract Time: *0.00%*
- Money: *$29,273.74 of $2,915,034.30 – 1.00%*
  - *Pending $122,491.15 of $2,915,034.30 – 4.20%*
- Percent Increase Original Contract Money: *0.00%*

Weather & Holidays

- Current Pending Weather/Holiday day(s): *6 weather day(s), 4 holiday day(s)*
- Weather *10/2, 10/7, 10/19, 11/7, 11/9, 11/10*
- Holidays 11/26, 11/27, 11/28, 11/29
- Upcoming: Christmas/ New Years –

Johnson Davis and JW Cheatham will not be working 12/23/2020 – 1/3/2020. SSPR will be cleaned up and open by EOB 12/22

CONSTRUCTION IN PROCESS – over budget and over time

PLAYGROUND at TOWN COMMONS PARK

Re-engineering needed to occur to accommodate for the extremely high water table, wet ground and potential flooding with the high tower playground. Contractor extended the expected date of completion to December 24, 2020. A budget amendment may come before the Commission in January when the contract is trued up.

DESIGN IN PROCESS – over budget and over time – request for grant to be extended along with timeline extension

HOMEWOOD OUTFALL PROJECT

Two neighboring properties are being considered for easement and additional stormwater treatment area. Will require land acquisitions. Commission to consider options at the December 15, 2020 meeting after the homeowners make their requirements known.

FRANK FENDER
Mayor

VINNY BARILE
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

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TINA CIECHANOWSKI
Chief of Police

JACK REISINGER
Building Official
Public Works Director

CHERYL DEMPSEY
Finance Director

Regular Town Commission Minutes
August 25, 2020
7:00 p.m.

I. CALL TO ORDER

a. Teleconference Meeting Notice

The Town Clerk read the notice into the record.

b. Pledge of Allegiance to the Flag

Mayor Fender led the assembly in the Pledge of Allegiance.

c. Roll Call

The Town Clerk called the roll with all of the Commission members present.

d. Additions, Deletions or Changes to the Agenda

Commissioner Campo **moved** to add a Tree Discussion regarding 6 Miramar as Item 7 d), New Business.

The Town Manager requested to remove Item 7 a), Cheathum Construction SSP Contract, in order to clarify that the language was correct prior to the Commission voting on it. She advised that she could provide the document, should the Commission allow a 15-minute recess.

Commissioner Campo **withdrew** his previous motion.

Commissioner Mayfield **moved** to add the discussion of an alternate member to the Code Board as Item 7 d).

Mayor Fender suggested that the Tree Discussion be moved to the beginning of the Agenda, in order to accommodate the residents that were interested in the topic.

Vice Mayor Barile stated that he preferred to have the contract in writing before him prior to voting on it, and requested that it be brought back at the September 3, 2020, Special Meeting, immediately following the Budget Hearing, to which Mayor Fender and Commissioner Campo concurred.

The Town Manager stated that the Banyan Hill Estates applicant requested to move the

item forward to the September 22, 2020, meeting, as they were not prepared to address the Commission's previous comments.

Vice Mayor Barile **moved** to place Item 7 a) on the September 3, 2020, Special Meeting Agenda and move Item 7 b) to the September 22, 2020, Regular Meeting. Commissioner Campo **seconded** the motion. Mayor Fender requested Commissioner Mayfield's discussion item regarding an alternate member to the Code Board be added as Item 7 d), as well as the Miramar Tree Discussion. Vice Mayor Barile **moved** to add Item 7 a), Alternate Code Board Member to the Agenda. Commissioner Mayfield **seconded** the motion. Mayor Fender asked to add the Tree Discussion.

There being no vote on the previous motion, the **motion died**. Commissioner Campo **moved** to remove Items 7 a) and 7 b) from the Agenda, and to add Item 7 d), Appointment of Alternate Code Board Member and Item 4 a) the Miramar Tree Discussion, with a 30-minute public discussion limit. Mayor Fender clarified that Vice Mayor Barile's motion to move Item 7 a) to the September 3, 2020, Special meeting and Item 7 b) to the September 22, 2020, Regular meeting was included in the motion. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

II. PUBLIC COMMENT ON NON-AGENDA ITEMS- **PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK AND LIMIT YOUR COMMENTS TO THREE MINUTES.**

There was nothing heard under this item.

III. CONSENT AGENDA

a. Financials - July
b. Building Reports – July
c. Projects at a Glance
e. Minutes – June 23, 2020, Regular Town Commission Meeting

Commissioner Campo **moved** to approve the Consent Agenda. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by voice vote.

IV. PUBLIC HEARING ORDINANCE – SECOND READING

a. 6 Miramar Road - Tree Discussion

Jacqui Thurlow-Lippish requested that the tree that was struck at 6 Miramar Road not be touched, as well as any of the trees on Miramar Road. She stated that when she was on the Commission, an arborist named Andy Tyler of Arbor Experts helped to re-write the Tree Ordinance, and recommended that none of the trees be trimmed and/or pruned. She stated that the Commission, at the time, made a choice to be conservative, and asked that in spite of any new arborist’s decision, not to make a decision to cut the tree.

JT Burns stated that he was the property owner at 5 Miramar Road and concurred with

Ms. Thurlow-Lippish's previous statement. He explained that he spoke with the Sampson arborist on-site the day the tree was impacted and that the recommendation was to wait and see how it would affect the tree. He pointed out that if the trucks, that shouldn't be on that street, could deviate to the south three feet, there would be plenty of clearance under the limb. Mr. Burns reiterated that the Commission should give the tree some time to heal, as a Sampson arborist was monitoring it.

Marilis Kerry, 76 South River Road, stated that as an ecologist and a resident, the trees should not be touched because the Town was designated as a Tree City. She agreed with Ms. Thurlow-Lippish and said that no pruning should be done. Ms. Kerry suggested changing the traffic pattern, if needed, and requested that no limbs be cut off of the tree.

Marilyn Morris, 120 Hillcrest Drive, stated that she concurred with what had been said thus far, and that Sewall's Point was extremely fortunate to have inherited a treasure trove of priceless live large oaks. She pointed out that the trees were environmentally significant and second to clean water in Sewall's Point, as they were oxygen generators. Ms. Morris advised that it was imperative that they were protected and that those charged with their maintenance and care understood their value and importance.

Pam Lenihan, 7 Miramar, stated that there had been other incidents on the same street and suggested helping the truck drivers understand the clearance height with more efficient signage. Ms. Lenihan added that the trees were homes for owls and other wildlife.

Commissioner Campo inquired as to where the owner of 6 Miramar was, to which Mayor Fender responded that he had not seen Mr. Sapp's name appear on the Zoom call, but had spoken with him over the last few days.

(**Clerk's Note**: A PowerPoint Presentation was shown at this time.)

The Town Manager stated that at 6 Miramar a tree limb was damaged by a private nursery truck, who disregarded the ‘low limb’ and ‘no truck entry’ posted signs. She explained that the truck could not free itself after impact from the private homeowner's tree and that it proceeded to move back and forth in an attempt to become un-wedged. The Town Manager said that the box truck had to be towed away, once the Martin County Fire Department cut it in an effort to free the tree limb without damaging it. Examples were shown of a Waste Pro truck and a fire truck passing under the limb, which could make contact when the limbs were saturated.

The Town Manager read the memo that she sent to the Commission, outlining the incident, and clarifying that there was no intention of cutting the tree limb. She stated that Sampson Tree Service referred her to Natures Keeper, who met with her within the hour at the location and determined that it was not at risk to fall, but should be watched and possibly pruned.

The Town Manager advised that in 2013, the Fire Department contacted the Town regarding trees that were effecting some roads, as they were impassable. She explained that the Town had done appropriate pruning, in order to alleviate the worst areas, which

was proper planning, and that the tree in question was pruned less than two months ago. The Town Manager stated that staff could work on coming up with a plan specifically for Sewall's Point, but that the issue was that a private truck hit a private tree, and that staff wanted to make sure that the road was safe before allowing traffic to travel on it.

Lisa H. Hammer, RCA, stated that she had been in practice for more than 33 years. She pointed out that the first tree had been damaged and that the second tree had two limbs that were damaged by other trucks numerous times as well. Ms. Hammer said that she didn't see an immediate risk of the limbs breaking or falling, but that there was a future risk of them falling in the street, as the limbs were decayed and rotting. She explained that the limb would get worse, and that it was likely to be struck again in the future, causing more damage to the tree.

Vice Mayor Barile thanked Ms. Hammer for her report and inquired as to only pruning and/or cutting the limb that was struck and not the others on the second tree next to it. Ms. Hammer responded that there wasn't an immediate risk of the branches falling into the street, but that the greater threat was that they may get struck again, causing more damage to the tree every time it is hit.

Commissioner Mayfield thanked Ms. Hammer for her presentation and stated that she did not support cutting the lowest limbs. She suggested putting paint and/or a reflective device on the lower limbs, which would be beyond the sign at the beginning of the street, as it was easy to overlook. Commissioner Mayfield stated that she was in favor of long-term pruning and planning for the trees, as they were the most beautiful aspect of the Town.

Vice Mayor Barile pointed out that his biggest concern regarding pruning was that the Town did not own the trees. Commissioner Campo added that the discussion should include the homeowner. The Town Manager stated that she had discussions with the homeowner, who didn't want to be held accountable and did not have the funds to contribute to resolve the issue. She advised that it could be charged back to the driver of the truck, who was responsible for the incident.

Commissioner Kurzman agreed that the Town could not be responsible for the homeowners' properties, although it could potentially become a liability if a limb should fall and hurt someone. He stated that the lower limb should be trimmed by the Town, in order to make sure the residents were safe. He added that fire trucks would not be able to see them at night when there was an emergency and time was of the essence, and requested to hear all of the other Commissioner’s comments prior to making a decision.

Commissioner Campo stated that there was no decision for the Commission to make, as the Town Manager was hired to carry out the day-to-day operations and that the Commission was a policy-making Board. He said that the signage should be improved and that the fines should be increased for trucks that disregard the warning signs. He suggested Workshopping the issue and including FP&L in the discussion, in order to create an appropriate policy regarding the matter, as well as having an ad hoc committee to review it.

Mayor Fender stated that the Commission should protect the ecology and aesthetics of the Town, which included the trees, as it was known as a Tree City. He said that his biggest concern was the long-term preservation of the Heritage Oak, which included healthy pruning. Mayor Fender pointed out that the arborist, Ms. Hammer's, recommendation to prune some of the limbs on the tree will be doing it a service.

Commissioner Campo stated that without the homeowner's input and willingness to cover the expense, there was nothing the Commission could do at this time. Vice Mayor Barile stated that re-routing emergency vehicles that would take an extra three minutes to arrive at a resident's home was unacceptable. He agreed that reflective signage should be placed where it could be viewed easily, and that the Town might have to trim it, as there was a possibility of it being struck again in the future. Commissioner Kurzman concurred with Commissioner Campo, and stated that a sign with a chain hanging from the limb might be more appropriate. He reiterated that if someone was hurt in the future, it would be the Town's responsibility and/or liability.

Commissioner Mayfield agreed with Commissioner Campo and Commissioner Kurzman, and stated that it was not budgeted for. She encouraged the residents to become involved and possibly form a committee, in order to raise awareness, as well as fundraising.

Vice Mayor Barile inquired as what the Town Attorney's position was on the liability portion of the issue. The Town Attorney advised that he had not done any research on the matter, but did not think that the Town would incur any liability. He stated that the question would be, ‘who would be responsible for pruning the tree and what kind of precedent would it set, if the Town started engaging in this activity,’ as the trees were located on private property. He said that he would speak with the Town Manager regarding the tree creating a nuisance in the Town. Mayor Fender stated that it created a dangerous condition when an emergency vehicle could not drive through, as the limb was lower than the ladder on a fire truck.

The Town Manager stated that staff embraced the culture of Sewall's Point being a Tree City, as it was the only place in South Florida that had this type of topography to be proud of. She said that from a public safety standpoint, she would always err on the side of caution when it came to low lying limbs of Heritage Oaks. The Town Manager advised that she would always look out for the best interest of all involved, including the tree. She explained that www.gps.gov and Google Maps, as well as all social media avenues had been advised of the low lying tree areas and were marked and/or tagged for the public to be aware of. The Town Manager stated that the signs were being ordered tomorrow, and that she would work with the Martin County Fire Department to tag each limb, so that they were made aware by dispatch when responding to a call. She said that she would be happy to discuss the issue at a future Commission Workshop. Mayor Fender commented that the Town Manager was doing a great job.

Ms. Thurlow-Lippish stated that her previous question was directed towards the arborist and reiterated her question to Ms. Hammer of, ‘had she ever worked in an exceptional Town such as Sewall's Point, which was similar to the Town of Jupiter Island.’ Ms. Thurlow-Lippish requested that other options be presented, other than chopping off the

tree limb. Mayor Fender clarified that the branch was not going to be cut and that all of the trees in the Town would be protected.

b. Ordinance 424 - Modification of Hours of Operations for Alcohol Sales

The Town Manager stated that the item was being presented for Second Reading and was an opportunity for the public to provide input. She advised that staff recommended adoption of Ordinance 424, which entailed amended hours of operation in reference to alcohol sales.

There being no discussion, Commissioner Campo **moved** to approve Ordinance 424. Commissioner Mayfield **seconded** the motion. The Town Attorney read the ordinance header into the record. Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing. The motion **passed** by roll call vote with Commissioner Mayfield, Commissioner Campo, Commissioner Kurzman and Mayor Fender voting in favor, and Vice Mayor Barile voting against.

V. RESOLUTIONS

a. Resolution 889 – Budget Amendment #3

The Town Manager stated that this item would finalize the purchase for financial software, and recommended approval. The Town Attorney read the resolution header into the record. Commissioner Mayfield **moved** to approve Resolution 889. Vice Mayor Barile **seconded** the motion. Commissioner Campo requested clarification regarding decreasing the Building Official's salary, to which the Town Manager responded that funds were left over from the current year and that a separate building inspector from Martin County was not utilized, as the Building Official did all of the inspections presently. Commissioner Campo inquired as to line item 519.53 and what the original amount was. The Town Manager responded that she did not anticipate spending all that was allocated for travel and training, and that there would be an overage on the item at the end of the year. There being no further discussion, the motion **passed unanimously** by roll call vote.

VI. OLD BUSINESS

a. BS&A Financial Software License and Services Agreement – Finance Director

The Town Manager stated that this item included the contract and agreement for financial software and recommended approval. Vice Mayor Barile **moved** to approve Item 6 a), BS&A Financial Software License and Services Agreement. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

VII. NEW BUSINESS

a. Town Engineer Construction Services Contract - Town Manager Berger and Town Attorney

The Town Manger stated that the contract for the Town Engineer would expire in September of 2020, and that a Request for Qualifications was posted on DemandStar on June 30, 2020. She explained that an Evaluation Committee met on July 21, 2020, in order to evaluate the qualifications of the respondents of the RFQ 2020-002, and that Captec Engineering, Inc. was the top-ranked respondent. She advised that the Town Attorney had reviewed the contract, and recommended approval.

There being no discussion, Vice Mayor Barile **moved** to approve Item 7 a), Town Engineer Construction Services Contract. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

b. Appoint Alternate Member to the Code Enforcement Board – Commissioner Mayfield

Commissioner Mayfield stated an alternate member of the Code Enforcement Board resigned, and recommended Scott Berry for the position. There being no discussion, Commissioner Mayfield **moved** to appoint Scott Berry as an alternate to the Code Enforcement Board. Commissioner Campo **seconded** the motion, which **passed unanimously** by roll call vote.

VIII. DISCUSSION

a. Schedule of Meetings for Balance of 2020 – Commissioner Campo

Commissioner Campo stated that in an effort to keep two meetings scheduled for the month of November, due to the holidays, he would **move** to have the Regular Town Commission meeting on November 17, 2020, instead of November 24th, with the Workshop remaining scheduled on November 10, 2020. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by voice vote.

IX. CLOSING COMMENTS ON AGENDA AND NON-AGENDA ITEMS - PLEASE LIMIT YOUR COMMENTS TO THREE MINUTES

a. PUBLIC

There was nothing heard under this item.

b. STAFF

1) Memo to Commission on Compensation Packages and FY 2020-2021 Budget – Town Manager Berger

The Town Manager provided a PowerPoint presentation and explained the Staff Budget Annual Comp Plan that would be presented to the Commission during the Budget process. She explained the Police Department's Career Step Plan, as well as the Retirement Plan for employees and Health Insurance Benefits and/or options.

Commissioner Campo stated that capping-out the top in reference to health insurance was a smart move by the Town Manager.

c. COMMISSIONERS

Mayor Fender stated that it was the consensus of the public to protect the trees in the Town and that he hoped signage would be installed immediately. He said that the item could be a topic for a future Workshop.

Commissioner Campo asked the Town Engineer when dirt would be turned on South Sewall's Point, to which the Town Engineer responded that the contractor was ready to start the work on September 14, 2020. Commissioner Campo inquired as to what was going to be done to educate the public on the project, to which the Town Engineer responded that a public meeting would be held at Town Hall, as well as a Zoom meeting, in order to explain the process of the project to the public, and answer any questions the residents may have.

The Town Manager stated that a Special Meeting to approve the Cheathum contract would be held on September 3, 2020, immediately following the Budget Hearing at Town Hall, and that the September Workshop would be cancelled. She explained that the next Budget Hearing on September 17, 2020, would also be held at Town Hall, as both budget meetings were advertised, via the TRIM notice, to be held in person.

Mayor Fender inquired as to the progress of the playground and the telephone pole removal, to which the Town Manager responded that there was no information regarding the removal of the telephone pole. She explained that the anticipated arrival date of the playground equipment was during the current week, and that she had received an email from Paul Bravo in reference to the demolition.

X. ADJOURN

There being no further business, the meeting adjourned at 9:20 p.m.

APPROVED:

_____
Mayor Frank Fender, Presiding Officer

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: ____, 2020

To view this meeting in its entirety, please click on the link below:
https://us02web.zoom.us/rec/play/m8vHfjxeAdIhMzaCv_vw7gXUqpPZe4UO4ZJHdbLW41XTY6d7szvHOEmiPhg71kumNKbjlt9I9COy4z4.rHGO3XYtXFxnrb3K?autoplay=true&startTime=1598393157000

FRANK FENDER
Mayor

VINNY BARILE
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TOWN OF SEWALL'S POINT

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JACK REISINGER, CBO
Building Official
Public Works Director

CHERYL DEMPSEY, CFGO
Finance Director

Town Commission Budget Public Hearing
Meeting Minutes
September 3, 2020
5:05 p.m.

I. CALL TO ORDER

a. Pledge of Allegiance to the Flag

Mayor Fender led the Assembly in the Pledge of Allegiance.

b. Roll Call

The Town Clerk called the Roll with all of the Commission members present as follows: Mayor Fender, Commissioner Mayfield, Commissioner Campo, and Commissioner Kurzman in-person, and Vice Mayor Barile, via telephone.

c. Additions, Deletions or Changes to the Agenda

Mayor Fender called for any changes to the Agenda, to which there were none. Commissioner Campo **moved** to approve the Agenda. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by voice vote.

II. PUBLIC COMMENT ON NON-AGENDA ITEMS – PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK AND LIMIT YOUR COMMENTS TO THREE MINTUES

Mayor Fender called for public comment, to which there were none.

III. PUBLIC HEARING

a. Accept and approve Manager's Memo and Coordinating Documents Regarding the Tentative Millage Rate and Proposed Budget – Town Manager Berger

The Town Manager stated that the budget being presented was crafted by using a 2.87 millage rate, the same millage rate as the last five years, which was the lowest in Martin County. The Fiscal Year 2020-2021's operating millage rate of 2.87 mills was greater than the roll back rate of 2.7894 mills by 2.89%, which represented an increase of 2.53% in taxable property values as determined by the property appraiser's office, generating an additional $50,000 in ad valorem taxes. She continued that the

substantive reasons for the 2.87 mills, rather than the roll back rate, was the continuation of the Town priorities, including the major Capital Projects, to benefit the health, safety, and welfare of the citizens of Sewall's Point. The Town Manager advised that the Commission and the residents could expect continuity of public services with the millage rate and the proposed balanced budget without reaching into reserves.

Commissioner Campo **moved** to approve and adopt the proposed Fiscal Year 2020-2021 operating millage rate of 2.87 mills, which was greater than the roll back rate of 2.7894 by 2.89%, via Resolution 887. The Town Manager stated that the motion would be appropriate under the item, Resolution 887, further in the agenda, but that her memo could be approved in the interim. Commissioner Campo **withdrew** his motion.

Vice Mayor Barile **moved** to approve the Town Manager's Memo and Coordinating Documents regarding the Tentative Millage Rate and Proposed Budget, which included Exhibits A – G. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

b. Comments from the Public regarding the Proposed Tentative Budget and Millage Rate

Mayor Fender called for any public comment regarding the Proposed Tentative Budget and Millage Rate, to which there were none.

c. Resolution No. 887, Adopting the Tentative Millage Rate for FY 2020-2021

The Town Attorney read Resolution Number 887 into the record. Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing.

Commissioner Campo **moved** to approve Resolution Number 887, adopting the proposed FY 2020-2021 operating millage rate of 2.87 mills, which was greater than the roll back rate of 2.7894 mills by 2.89%. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

d. Resolution No. 888, Adopting the Tentative Operating Budget for FY 2020 2021

The Town Attorney read Resolution Number 888 into the record. Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing.

Commissioner Kurzman **moved** to approve Resolution Number 888, adopting the Tentative Operating Budget for FY 2020-2021. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

e. Resolution No. 890, Adopting the Five Year Capital Improvement Plan for Fiscal Year 2020-2021

The Town Manager read Resolution Number 890 into the record. Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing.

Commissioner Campo **moved** to approve Resolution Number 890, adopting the Five-Year CIP for FY 2020-2021. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

f. Resolution No. 891, adopting the Annual Salary & Benefits Plan for Fiscal Year 2020-2021

The Town Attorney read Resolution Number 891 into the record. Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing.

Commissioner Campo inquired as to the cap amount of $2,500 for dependent coverage in reference to the health insurance benefits, to which the Town Manager responded that the cap would be $2,500 for dependent coverage, as well as the tuition reimbursement was placed into abeyance for the proposed fiscal year and that it would go back to normal the next fiscal year. She advised that the $2,500 cap would remain the same, unless the Commission directed her to change it in the future.

Commissioner Kurzman **moved** to approve Resolution Number 891, adopting the Annual Salary & Benefits for FY 2020-2021. Commissioner Mayfield **seconded** the motion, which **passed unanimously** be roll call vote.

IV. CLOSING COMMENTS ON AGENDA AND NON-AGENDA ITEMS – PLEASE LIMIT YOUR COMMENTS TO THREE MINUTES

a. PUBLIC

There was nothing heard under this item.

b. STAFF

The Town Manager thanked staff for their team effort, in order to accomplish moving the proposed budget forward appropriately.

c. COMMISSIONERS

Commissioner Campo thanked the Finance Director and stated by beginning the process early, it was able to be accomplished properly, despite all of the other current challenges. He thanked Mayor Fender for leading the process of keeping the five-year ad valorem tax rate in place, while still staffing police officers and vehicles, as well as

serious efforts towards water improvements. Commissioner Campo stated that the Commission should be proud of this year's budget process and thanked the other Commissioners.

V. ADJOURN

There being no further business, the meeting adjourned at 5:15 p.m.

APPROVED:

_____
Mayor Frank Fender, Presiding Officer

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: ____, 2020

FRANK FENDER
Mayor

VINNY BARILE
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

MICHELLE LEE BERGER
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official
Public Works Director

CHERYL DEMPSEY, CFGO
Finance Director

Town Commission Special Meeting Minutes
September 3, 2020
5:32 p.m.

I. CALL TO ORDER

a. Pledge of Allegiance to the Flag

The Pledge of Allegiance was held at the previous September 3, 2020, Budget Hearing meeting.

b. Roll Call

The Town Clerk called the Roll with all of the Commission members present as follows: Mayor Fender, Commissioner Mayfield, Commissioner Campo, and Commissioner Kurzman in-person, and Vice Mayor Barile, via telephone.

c. Additions, Deletions or Changes to the Agenda

Mayor Fender called for any changes to the Agenda, to which there were none. Commissioner Campo **moved** to approve the Agenda. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by voice vote.

II. PUBLIC COMMENT ON NON-AGENDA ITEMS – PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK AND LIMIT YOUR COMMENTS TO THREE MINTUES

Mayor Fender called for public comment, to which there were none.

III. NEW BUSINESS

a. Cheathum Construction SSP Contract – Town Manager Berger and Town Attorney

The Town Manager stated that the item was tabled from the August 25, 2020, Regular Commission Meeting to the September 3, 2020, Special Commission Meeting, in order to review the Scribner's error. She clarified that the Town Attorney and the Town Engineer had reviewed the contract, and that the beginning portion regarding the scope of work was what she wanted to make sure was all

inclusive.

The Town Manager read the scope of work as follows: 'The Town is proposing the raising of Sewall's Point Road from the Sewall's Point Meadows South subdivision southward to the Highpoint subdivision. This work will be completed in two parts with Part Two to include the work from South Sewall's Point Meadows subdivision to the Marguerita subdivision, including work on Marguerita Road. Part Three would be the work from the Marguerita subdivision through the Mandalay and White Fence area subdivision to the Highpoint subdivision, including work on Mandalay Road. These improvements will generally include roadway improvements, stormwater improvements that include two separate exfiltration systems, sheet pile weirs, baffle box and outfall, and the placement of two new water mains and removal of existing water mains. The water main work will be completed in Part Two. The Part Three scope of work is not yet authorized and is contingent upon the Florida Department of Emergency Management entering into a contract with the Town for this phase of construction. If authorized, the Town will issue a separate Notice to Proceed to the contractor for Part Three work. As you know, the Part One work was previously constructed in 2018 by others and are not part of this contract.'

The Town Manager stated that the Part Three scope of work would not be authorized to move forward until grant funds were available. She continued, 'The emphasis continues to ensure the project is approved in stages in which funding was available. The contract is written with these assurances. This Part 2 portion of the project has been budgeted for in this Fiscal Year, 2019-2020. A future Notice to Proceed will occur once funding is established for Part Three.' She said that staff recommended approval of the contract for J.W. Cheathum, Inc.

Commissioner Campo **moved** to approve the J.W. Cheathum Inc., Construction South Sewall's Point Contract. Commissioner Kurzman **seconded** the motion. Commissioner Campo stated that this was an opportunity to notify the public of the two informational meetings that were scheduled regarding the project. The Town Manager stated that the meetings were to be held at 9:30 a.m. on September 9, 2020, via Zoom, and at 5:30 p.m. on September 10, 2020, in Town Chambers. The motion **passed unanimously** by roll call vote.

b. Ferreira Construction – Addendum 1 – Finance Director

The Finance Director stated that the item dated back to Hurricane Irma in 2018, and that she was pursing FEMA reimbursement. She explained that the original contract did not include some of the required language in reference to anti-lobbying, as well as some other government requirements, and that there was an issue in trying to obtain the reimbursement. The Finance Director said that the state had requested that a retroactive addendum be filed, in order to identify those areas, and add them to the contract, so that the funds could be recovered.

Commissioner Campo inquired as to if it was for the archipelago bridge and drywall, to which the Finance Director responded that it was regarding the Simara outfalls. The Town Engineer stated that there was a sea wall replacement by the second bridge entering archipelago, as well as some work done under the abutment to the bridge, and that there was some confusion with reimbursement for repairs versus mitigation.
Mayor Fender asked what the 75% was for, to which the Town Engineer stated that a 75% reimbursement was all that FEMA provided. Mayor Fender clarified that it was 75% of the eligible costs, which was significantly less than 75% of the overall project.

The Town Manager stated that the submission would be $23,480 for this part of the project, and that the 17% that they would be reimbursed would amount to $17,610. The Finance Director clarified that the mitigation piece was removed by FEMA and that it would just be the eligible costs that would equate to $17,610.

Commissioner Campo asked the Town Attorney if he reviewed the documents, to which the Town Attorney replied in the affirmative and stated that Ms. Yorkowitz of FEMA had been working with the Town for a year and-a-half, two years, and that she made sure the paperwork was submitted appropriately.

Commissioner Campo **moved** to approve the Ferreira Construction, Addendum #1. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

IV. CLOSING COMMENTS ON AGENDA AND NON-AGENDA ITEMS – PLEASE LIMIT YOUR COMMENTS TO THREE MINUTES

a. PUBLIC

There was nothing heard under this item.

b. STAFF

Chief Ciechanowski stated that the Police Department received a CESF Grant through FDLE that would reimburse up to $36,000 in reference to any COVID-related expenses through January of 2022. She pointed out that the hope was that the expenses to-date would be covered under the CARES Act through the county.

The Town Manager stated the playground contractors would be meeting with the Building Official and herself this Wednesday at noon at the playground, in order to conduct a walk-through of the area. She said that the demolition was scheduled for the 21st and the equipment would be delivered on the 22nd of September. Mayor Fender inquired as to the Playground Committee and the funds that were raised, to

which the Town Manager responded that she would be scheduling the presentation at the September Regular Commission Meeting.

Mayor Fender asked about the status of the sign for the low lying tree, to which the Town Manager replied that it had been ordered and that it would installed shortly.

c. COMMISSIONERS

Commissioner Kurzman stated that tarps were placed over the drains near Marguerita, in an attempt to alleviate the mosquito issue, and that mesh was installed under the drains, which seemed to be working. He pointed out that it would eliminate the debris issue as well and suggested that mesh be placed throughout the Town, which would also help with the outfalls. Commissioner Kurzman asked how many outfalls the Town had, to which the Town Engineer replied that there were roughly 29 outfalls. He clarified that the request was to put the mesh at the inlets of the neighborhoods.

Vice Mayor Barile stated that if it was done in the Indialucie area, that it would create more flooding. The Town Engineer stated he would monitor where they were installed. The Town Manager stated that it was in the pilot program status currently and that it should wait until a heavy rainfall to assess it.

V. ADJOURN

There being no further business, the meeting adjourned at 5:52 p.m.

APPROVED:

_____

Mayor Frank Fender, Presiding Officer

ATTEST:

_____

April Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: ____, 2020

FRANK FENDER
Mayor

VINNY BARILE
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

MICHELLE LEE BERGER
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official
Public Works Director

CHERYL DEMPSEY, CFGO
Finance Director

Town Commission Budget Public Hearing Minutes
September 17, 2020
5:05 p.m.

I. CALL TO ORDER

a. Pledge of Allegiance to the Flag

Mayor Fender led the Assembly in the Pledge of Allegiance.

b. Roll Call

The Town Clerk called the Roll with all of the Commissioners present.

c. Additions, Deletions or Changes to the Agenda

There being no changes, Commissioner Campo **moved** to approve the Agenda. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by voice vote.

II. PUBLIC COMMENT ON NON-AGENDA ITEMS – PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK AND LIMIT YOUR COMMENTS TO THREE MINTUES

There was nothing heard under this item.

III. PUBLIC HEARING

a. Roll Back Rate Announcement

The Town Manager stated that pursuant to Florida State Statute 200.065(2)(d) & (e), the following announcement must be made: "The Town of Sewall's Point, Florida's roll back rate is 2.7894. The percentage increase in property taxes for Fiscal Year 2020-2021 is 2.89% and the Town's millage rate to be adopted is 2.8700 mills."

The Town Manager continued that the Commission adopted the tentative millage rate for FY 2020-2021 at the preliminary public hearing for the tentative millage and budget on Thursday, September 3, 2020. She said that nothing had changed since the September 3, 2020 meeting, and that the proposed millage rate and budget remained the same.

b. Comments from the Public regarding the Final Budget and Millage Rate

There was nothing heard under this item.

c. Resolution No. 892, Adopting the Final Millage Rate for FY 2020-2021

The Town Clerk read Resolution Number 892 into the record.

Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing. Commissioner Campo **moved** to approve Resolution Number 892, adopting the final millage rate for FY 2020-2021. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

d. Resolution No. 893, Adopting the Final Operating Budget for FY 2020-2021

The Town Clerk read Resolution Number 893 into the record.

Mayor Fender opened the Public Hearing. There being no comments, Mayor Fender closed the Public Hearing. Commissioner Mayfield **moved** to approve Resolution Number 893, adopting the final operating budget for FY 2020-2021. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

IV. CLOSING COMMENTS ON AGENDA AND NON-AGENDA ITEMS – PLEASE LIMIT YOUR COMMENTS TO THREE MINUTES

a. PUBLIC

There was nothing heard under this item.

b. STAFF

There was nothing heard under this item.

c. COMMISSIONERS

Commissioner Kurzman thanked Commissioner Campo and the Town Engineer for obtaining additional funding from the Indian River Lagoon Council in reference

to Phase 1 of Sewall's Point Road, as it saved the taxpayers a lot of money and that the project would be able to be constructed the correct way. Mayor Fender concurred and stated a great team was ready to start the work.

Commissioner Campo thanked Mayor Fender for running great budget meetings. He also thanked the Town Manager and the Finance Director for beginning the process early, in order to keep the ad valorem tax at the same rate. He thanked the Building Official for getting the receipts in and not skipping a beat, as well as acknowledged the Police Chief and Police Department for all of the sacrifices that were made, as they were the greatest asset of the Town. Commissioner Campo thanked the Town Clerk for precise minutes and thanked the Commissioners for all of their hard work.

Mayor Fender concurred with Commissioner Campo and stated that staff worked well together and that they were a great team. He stated that he visited the playground today and posted a couple of photos of it on Facebook. Mayor Fender said that it was great to see progress on South Sewall's Point Road, Phase 1, and that he had received inquiries regarding the installation of septic-to-sewer from the residents on the south peninsula.

V. ADJOURN

There being no further business, the meeting adjourned at 5:15 p.m.

APPROVED:

_____
Mayor Frank Fender, Presiding Officer

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: ____, 2020

RESOLUTION NO. 896

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING A TOWN OF SEWALL'S POINT LOGO; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE APPLICATION TO REGISTER THE LOGO AS A SERVICE MARK AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town has been using its Town of Sewall's Point pelican logo for many years; however, it is not certain that the Town ever officially adopted this logo and the Town Commission wishes to adopt it now; and

WHEREAS, the Town's pelican logo is attached hereto as **Exhibit A** and is incorporated herein by this reference; and

WHEREAS, in order to protect and control the use of the Town's logo, the Town Commission wishes to register the logo as a service mark with the State of Florida Division of Corporations; and

WHEREAS, it has been determined that the adoption of the logo is in the best interest of the public health, safety and welfare of the Town of Sewall's Point.

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

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

Section 2. **Adoption**. The Town of Sewall's Point hereby adopts the logo attached hereto as **Exhibit A**.

Section 3. **Registration**. The Town Commission hereby authorizes the Mayor or the Town Manager to execute the State of Florida Division of Corporations' application to register the logo as a service mark. The application shall be in a form substantially similar to the form attached hereto as **Exhibit B**. If the Division of Corporations requires any revisions to the application, the Town Attorney shall make those revisions and the Mayor or the Town Manager may execute the revised application(s). The Town Manager is authorized to pay any required application fees.

Section 4. **Conflicts**. That all resolutions or parts of resolution in conflict herewith, are repealed to the extent of such conflict.

Section 5. **Severability**. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 6. **Effective Date**. 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
KAIJA MAYFIELD, MAYOR	____	____
JAMES W. CAMPO, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
DAVE KURZMAN, COMMISSIONER	____	____
JOHN TOMPECK, COMMISSIONER	____	____

The Town Manager thereupon declared this Resolution No. 896 approved and adopted by the Town Commission of the Town of Sewall's Point on this 15th day of December, 2020.

TOWN OF SEWALL'S POINT, FLORIDA

_____
KAIJA MAYFIELD, 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

EXHIBIT A

(Town Logo/Service Mark)



RESOLUTION NO. 897

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A SEPTIC TO SEWER PROGRAM IN THE TOWN OF SEWALL'S POINT; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the Town supports the implementation of a septic to sewer conversion program in the Town of Sewall's Point; and

WHEREAS, the Town will request and require financial assistance from State, Federal and/or local agency partners to implement a septic to sewer program; and

WHEREAS, recent soil sampling in the Southern Peninsula indicates enterococci levels above the spectrum of norm; and

WHEREAS, the Connect to Protect program has been completed in North Sewall's Point; and

WHEREAS, there are 652 potential properties to be affected in South Sewall's Point, a septic to sewer program; and

WHEREAS, the Town is surrounded by protected basins; and

WHEREAS, Tidal actions and flooding adversely affect septic tanks, especially those that are not maintained properly; and

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

Section 1. The Town Commission hereby expresses their support of a septic to sewer conversion program in the Town of Sewall's Point. The Town is committed to pursuing funding and

working together with our partners to implement a septic to sewer conversion program in the Town of Sewall's Point.

Section 2. 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
KAIJA MAYFIELD, MAYOR	____	____
JAMES W. CAMPO, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
DAVE KURZMAN, COMMISSIONER	____	____
JOHN TOMPECK, COMMISSIONER	____	____

The Town Manager thereupon declared this Resolution No.897 approved and adopted by the Town Commission of the Town of Sewall's Point on this _____ day of December, 2020.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Kaija Mayfield, 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

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **Water Shortage Plan Ordinance**
Water Conservation Ordinance

Commission Meeting Date: December 15, 2020

Town Commission Priority: Environment, Financial

Background

These ordinances, if adopted, will replace the Town's existing Water Shortage Plan Ordinance and Irrigation Restrictions Ordinance (not amended since 1978) with the updated versions provided by the SFWMD which reflect the current regulations/rules. As you are aware, the District is responsible for the enforcement of water shortage restrictions and irrigation restrictions and has the authority to enforce these rules anywhere within their 16 county jurisdiction including within the Town. However, with such a large population and area, it is the District's policy to seek the cooperation of municipalities (and counties) to adopt ordinances that provide for local enforcement of the District's rules and regulations. The adoption of these ordinances is not mandatory; however, the District is looking for consistent enforcement of its rules and ordinances that help residents understand and comply with the current irrigation rules and water shortage plan so that we can ensure the long-term sustainability of the this region's water resources, increase water use efficiency and prevent and curtail wasteful water use practices.

The District's proposed Irrigation Restrictions Ordinance allows watering on only two days per week (even-numbered addresses, Thursday and Sunday; odd-numbered addresses, Wednesday and Saturday) between 4:01p.m. – 9:59 a.m. and includes exceptions for things such as new plants, watering in fertilizers, irrigation repairs/testing, etc. The existing ordinance currently allows residents to water landscaping 7 days per week between 5:00 p.m. and 9:00 a.m. *which is not permitted by the rules*.

A local ordinance may be more stringent than the District's rules, but not more lenient. An educational component for the residents will accompany the new rules on the new watering days and times, prior to enforcement. Plans for education include, but are not limited to, email notifications, newsletter updates, social media posts, website and bulletin board posts, and reposting of SFWMD and / or other agency posts on the topic.

Both ordinances include enforcement and penalty provisions.

Tasks Completed

This ordinance has gone through legal, with the Town Attorney as author and approver. An associated resolution has also been crafted by the Legal Team to accompany the ordinance.

Attached as additional back up is the evaluation conducted by SFWMD on established fees.

Budget Impact

Enforcement by the Town's law enforcement officers may take time and payroll. It is difficult to anticipate how much time this will require. Additionally, the same is true for the public education element. Staff time will be dedicated to getting the word out. The current fees for fines do not include any allocations (payroll recovery, i.e. administrative percentage or portion, PD portion), they were derived from a review of 55 counties and municipalities matrices by our legal team.

Operationally, the funds would be divided within the budget with the following allocations: 70% to PD payroll, 15% to Building payroll and 15% to Town Manager/Administration payroll. This would assist in paying for the services without further burdening the general fund.

Recommendation

Staff recommends approval (two separate motions, one for each ordinance) to remain in alignment with South Florida Water Management District.

The District evaluated the penalty guidelines of 157 counties and local municipalities for irrigation restriction violations. Fifty-five counties and local municipalities had penalty matrices or guidelines within their ordinance or code. Those matrices have been compiled and are shown below. The District does not recommend a specific penalty amount or set of guidelines.

(*Note: some counties and local municipalities do not differentiate between year-round rule and water shortage penalties.)

First Offense

Range: Warning to <$1,000

Amount	Count
Warning (written)	13
$25	11
$50	8
$75	3
$80	1
$100	2
$125	1
$250 (after Notice)	1
Unspecified <$25	1
Unspecified <$250	3
Unspecified <$500	10
Unspecified <$1,000	1

Second Offense

Range: Warning to <$1,000

Amount	Count
Warning (written)	1
$25	3
$50	11
$75	1
$100	5
$125	1
$150	5
$200	2
$500	1
Unspecified <$50	1
Unspecified <$250	3
Unspecified <$500	20
Unspecified <$1,000	1

Third Offense

Range: $50 to <$1,000

Amount	Count
$50	1
$75	2
$100	5
$200	2
$250	7
$300	1
$500	4
Unspecified	3
Unspecified <$250	3
Unspecified <$500	26
Unspecified <$1,000	1

Fourth Offense

Range: $250 to criminal violation

Amount	Count
unspecified	47
$250	2
$400	1
$500	3
Water disconnect	1
Criminal violation	10

- 5th violation is $500
- 4th and subsequent violation $500
- Add $50 to each violation not to exceed $500
- Fined increased by $50 per violation if contested
- After 2nd offense mandatory hearing before magistrate

Other Individual Code Notes:

ORDINANCE NO. 428

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, REPEALING CHAPTER 22 ENVIRONMENT, ARTICLE IV WATER CONSERVATION, DIVISION 3 IRRIGATION RESTRICTIONS AND ADOPTING AN UPDATED DIVISION 3 IRRIGATION RESTRICTIONS PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING FOR DEFINITIONS, APPLICABILITY OF THE ORDINANCE, A LANDSCAPE IRRIGATION SCHEDULE, EXCEPTIONS TO THE SCHEDULE, RAIN SENSOR REQUIREMENT, AND VARIANCES; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE, PENALTIES FOR VIOLATION OF THE ORDINANCE; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida (the "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 South Florida Water Management District ("District") has the responsibility and exclusive authority under Chapter 373, Florida Statutes, for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, the Town Commission desires to adopt the encouraged ordinance, including variance and enforcement procedures; and

WHEREAS, the Town Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the Town, its residents and visitors.

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

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

Section 2. Chapter 22 Environment, Article IV Water Conservation, Division 3 Irrigation Restrictions is hereby repealed in full.

Section 3. Chapter 22 Environment, Article IV Water Conservation, Division 3 Irrigation Restrictions is hereby adopted to read as follows:

Sec. 22-141. – General.

(a) *Intent and purpose*. It is the intent and purpose of this division to implement procedures that promote water conservation through the efficient use of landscape irrigation.

(b) *Applicability*. The provisions of this division shall apply to each user providing landscape irrigation from all water resources within the boundaries of the town with the following exceptions:

(1) The use of reclaimed water, which may or may not be supplemented from another source;

(2) Irrigation at agricultural and nursery operations; and

(3) Irrigation of athletic play areas.

Sec. 22-142. – Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings listed below except where the context clearly indicates a different meanting.

Address means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even-numbered."

Athletic play area means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn bowling fields, and rodeo, equestrian, and livestock arenas.

Consumptive Use Permit (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

District means the South Florida Water Management District, a government entity created under Chapter 373, Florida Statutes.

Even numbered address means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-

way or other locations with no address, or the letters A-M.

Existing landscaping means any landscaping which has been planted and in the ground for more than ninety (90) days.

Landscaping means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

Landscape irrigation means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

Law enforcement officials mean any law enforcement officer employed by a law enforcement agency charged with the enforcement of laws of the town and of the state.

Low volume hand watering means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.

Low volume irrigation means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

Micro-irrigation means the application of small quantites of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water

delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

New landscaping means any landscaping which has been planted in the ground for ninety (90) days or less.

Odd numbered address means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.

Reclaimed water means wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

User means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

Wasteful and unnecessary means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

Water resource means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water shortage means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.

Water shortage emergency means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

Sec. 22-143. – Year-round landscape irrigation conservation measures.

The town hereby adopts the rules of the District, listed in subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections, which are set out as follows:

(1) The year-round landscape irrigation conservation measures contained in this division are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.

(2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this division which affect each particular water use.

(3) In addition to the specific conservation measures, all wasteful and unnecessary water use is prohibited.

(4) The following requirements shall apply to all users, unless specified in this subsection 22-143 or subsection 22-144.

a. Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.

b. Irrigation of existing landscaping shall comply with the following provisions:

i. Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.

ii. Odd addresses shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.

c. Irrigation of new landscaping shall comply with the following provisions:

i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.

ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.

v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering or any appropriate method which isolates and waters only the new landscaping.

(5) Any water shortage restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District governing board or executive director orders which are more restrictive than a measure contained within

this division, shall supersede this division for the duration of the applicable water shortage declaration.

Sec. 22-144. – Exceptions to schedules.

Landscape irrigation scheduling shall be subject to the following exceptions:

(1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.

(2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:

a. Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and

b. Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsection 22-143(4)b. unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.

(3) Any plant material may be watered using low volume irrigation, micro-irrigation, low volume hand watering method, rain barrels, cisterns, or other

similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this division.

Sec. 22-145. – Additional requirements.

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with section 373.62, Florida Statutes.

Sec. 22-146. – Variances

(a) A variance from the specific day or days identified in subsection 22-143(4)b. may be granted by the town if strict application of the restrictions would lead to an unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.

(b) The town recognizes all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.

Sec. 22-147. – Declaration of Water Shortage or Water Shortage Emergency.

Declaration of a water shortage condition and/or water shortage emergency within all or parts of the town by the District's governing board or executive director shall supersede this division for the duration of the applicable water shortage declaration in accordance with the town's Water

Shortage Plan set forth in Chapter 22, Article IV, Division 2. A water shortage usually occurs due to drought.

Sec. 22-148. –Enforcement.

(a) In the absence of a declaration of water shortage or water shortage emergency within all or any part of the town by the District's governing board or executive director, the listed landscape irrigation restrictions shall be subject to enforcement action.

(b) The town authorizes law enforcement officials to enforce the provisions of this division. In addition, the town manager may delegate this division's enforcement responsibility to departments within the town government.

Sec. 22-149. - Penalties.

(a) Violation of any provision of this division shall be subject to the following penalties:

a. First violations, a warning.

b. Second violations, a $50.00 fine.

c. Third violations, a $250.00 fine.

d. Fourth and subsequent violations, a $500.00 fine.

(b) Each day a violation of this division occurs shall be a separate offense. Law enforcement officials, and others as delegated, may provide violators with no more than one (1) written warning. In addition to civil penalties, the town may take any other appropriate legal action, including but not limited to, injunctive action to enforce the provisions of this division.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The sections of the ordinance may be made a part of the Town Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 8. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Passed first reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2020.

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

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

Passed second reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2020. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this _____ day of _____, 2020.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Kaija Mayfield, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____

April Stoncius, CMC, Town Clerk

(Town Seal)

By: _____

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

ORDINANCE NO. 429

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 22 ENVIRONMENT, ARTICLE IV WATER CONSERVATION, DIVISION 1 GENERALLY TO ADDRESS TOWN DECLARATIONS OF WATER RESTRICTIONS; PROVIDING FOR THE REPEAL OF CHAPTER 22 ENVIRONMENT, ARTICLE IV WATER CONSERVATION, DIVISION 2 WATER SHORTAGE PLAN; AND ADOPTING AN UPDATED WATER SHORTAGE PLAN; PROVIDING FOR THE INTENT AND PURPOSE, DEFINITIONS, AND APPLICABILITY; PROVIDING FOR THE DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY AND VARIANCES; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida (the "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 South Florida Water Management District ("District") has the responsibility and exclusive authority under Chapter 373, Florida Statutes, for implementation of a water shortage plan; and

WHEREAS, the District has promulgated and amended Chapter 40E-21, Florida Administrative Code (F.A.C.), which comprises the District's water shortage plan required under subsection 373.246(1), Florida Statutes, the purpose of which is to protect the water resources of the District from serious harm; to ensure equitable distribution of available water resources among all water users during times of shortage consistent with the goals of minimizing adverse economic, social and health related impacts; to provide advance knowledge of the means by which water apportionments and reductions will be made during times of shortage; and to promote greater security for water use permittees; and

WHEREAS, Chapter 40E-21, F.A.C., applies to all users as defined in subsection 40E-21.051(3), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Rule 40E-21.421, F.A.C., seeks the cooperation and assistance of state, county, and municipal governmental officials, law enforcement officials, and police officers in the enforcement of the water shortage plan or any issued water shortage orders; and

WHEREAS, Rule 40E-21.421, F.A.C., authorizes and encourages counties and municipalities throughout the District's jurisdication to adopt ordinances which provide for local enforcement of the water shortage plan or any issued water shortage orders; and

WHEREAS, it is the desire of the Town Commission to adopt such an ordinance in accordance with Rule 40E-21.421, F.A.C.; and

WHEREAS, the Town Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the Town, its residents and visitors.

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

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

Section 2. Chapter 22 Environment, Article IV Water Conservation, Division 2 Water Shortage Plan is hereby repealed in full.

Section 3. Chapter 22 Environment, Article IV Water Conservation, Division 1 Generally, Section 22-91 is hereby adopted to read as follows:

Sec. 22-91. – Declaration of system-based water shortage.

In consultation with Martin County, the town commission, or if an emergency, the mayor or town manager, may impose water restrictions due to a mechanical failure or other operational problem with the Martin County water system serving the town. Such restrictions will not affect the use of private water supplies or irrigation wells within the town.

Section 4. Chapter 22 Environment, Article IV Water Conservation, Division 2 Water Shortage Plan is hereby adopted to read as follows:

DIVISION 2. – WATER SHORTAGE PLAN

Sec. 22-111. – Intent and purpose; applicability.

(a) *Intent and purpose*. It is the intent and purpose of this division to protect the water resources of the town from the harmful effects of overutilization during periods of water shortage by assisting the District, as defined below, in the implementation of its water shortage plan, or issued water shortage orders, under Chapter 40E-21, F.A.C.

(b) *Applicability*. The provisions of this division shall apply to each user using the water resource within the boundaries of the town when subject to the water shortage condition or water shortage emergency, as determined by the District, whether from publicly or privately-owned water utility systems, private wells, or private connections with surface water bodies. This section shall not apply to users using reclaimed water or saltwater.

Sec. 22-112.- Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings listed below, except where the context clearly indicates a different meanting.

District means the South Florida Water Management District, a government entity created under Chapter 373, Florida Statutes.

Law enforcement officials mean any law enforcement officer employed by a law enforcement agency charged with the enforcement of laws of the town and of the state.

User means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

Water resource means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water shortage means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require temporary reduction in total use within a particular area to protect water resources from serious harm.

Water shortage emergency means when the District has determined that the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable beneficial uses.

Sec. 22-113. – Declaration of Water Shortage or Water Shortage Emergency.

(a) A declaration of a water shortage condition and/or water shortage emergency in accordance with Part II of Chapter 40E-21, F.A.C., within all or parts of the town by the District's governing board or executive director, shall invoke the provisions of this division.

(b) A water shortage, or water shortage emergency order shall supersede mandatory year-round water irigation measures until the more restrictive measure is rescinded by the District.

(c) Upon the District issuing a water shortage order, all water use restrictions or other measures adopted by the District applicable to the town, or any portion thereof, shall be subject to enforcement action pursuant to section 58-50 of this Code. Any violation of Chapter 40E-21, F.A.C., or any order issued pursuant thereto, shall be

a violation of this division.

Sec. 22-114. – Variances.

The town recognizes all variances issued by the District pursuant to Rule 40E-21.275, F.A.C.

Sec. 22-115. – Enforcement; penalties.

(a) *Enforcement*. The town authorizes law enforcement officials having jurisdiction in the area governed by this division to enforce the provisions of this division. In addition, the town manager may delegate this division's enforcement responsibility to departments within the town government.

(b) *Penalties*.

(1) Violation of any provision of this division shall be subject to the following penalties:

a. First violations, a warning.

b. Second violations, a $50.00 fine.

c. Third violations, a $250.00 fine.

d. Fourth and subsequent violations, a $500.00 fine.

(2) Each day a violation of this division occurs shall be a separate offense. Law enforcement officials, and others as delegated, may provide violators with no more than one (1) written warning. In addition to civil penalties, the town may take any other appropriate legal action, including but not limited to injunctive action to enforce the provisions of this division.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The sections of the ordinance may be made a part of the Town Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 8. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Passed first reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2020.

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

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

Passed second reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2020. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this _____ day of _____, 2020.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Kaija Mayfield, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____

April Stoncius, CMC, Town Clerk

(Town Seal)

By: _____

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

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **Service Mark (Logo) Registration Application**

Commission Meeting Date: December 15, 2020

Background

The Town logo has been in use in a variety of medias, including official documents, business cards, social media posts, website, and more. Typically, a logo represents the brand of the agency and shall only be used by the agency, unless the agency gives official permission for outside use.

In order for a logo to be legally linked to an agency, it must be in use for some time and then registered with the state, pursuant to Chapter 495, Florida Statutes (F.S.)

Attached and for your approval is the application to the Division of Corporations for the registration of a trademark or service mark within the State of Florida.

Tasks Completed

This process, inclusive of application, resolution and follow up ordinance (later date) has gone through legal, with the Town Attorney as author and approver.

Budget Impact

$87.50 per class, requesting three classes, totals $262.50 to be paid out of fund # 519.49 (Other General Government)

Recommendation

Staff recommends approval.

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Town of Sewall's Point
(Mark to be registered)

The enclosed Trademark/Service Mark Application, specimens and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Glen J. Torcivia, City Attorney
(Name of Person)

Torcivia, Donlon, & Goddeau, P.A.
(Firm/Company)

701 Northpoint Parkway, Suite 209
(Address)

West Palm Beach, FL 33407
(City/State and Zip Code)

For further information concerning this matter, please call:

Glen J. Torcivia at (561) 686-8700
(Name of Person) (Area Code & Daytime Telephone Number)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

(**NOTE:** The information contained in this cover letter will be included in the permanent record and will be available to the general public.)

APPLICATION FOR THE REGISTRATION OF A TRADEMARK OR SERVICE MARK
PURSUANT TO CHAPTER 495, FLORIDA STATUTES

TO: Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

PART I

1. OWNER/APPLICANT: Enter the name and address of the individual or the business entity to be listed as the owner of the Trademark and/or Service Mark on the records of the Florida Department of State.

(a) Owner's/Applicant's name: Town of Sewall's Point, Florida

(b) Owner's/Applicant's business address: 1 S. Sewall's Point Road
Sewall's Point, FL 34996
City/State/Zip

If different, Owner's/Applicant's mailing address: N/A

City/State/Zip

(c) Owner's/Applicant's telephone number: (772) 287-2455

Check the appropriate box to indicate the Owner/Applicant is a(n):

☐ Individual ☐ Corporation ☐ Joint Venture ☐ Limited Liability Company
☐ General Partnership ☐ Limited Partnership ☐ Union ☑ Other: Municipal Corporation

If the Owner/Applicant is a business entity, the business entity must have an active filing or registration on file with the Florida Department of State. If the Owner/Applicant is not an individual, enter the business entity's Florida registration/document number in #1, the state or country under the laws of which the business entity is currently formed, organized or incorporated under in #2, and the entity's federal employer identification number (EIN) in #3.

(1) Florida registration/document number: N/A Municipal Corporation

(2) Domicile State or Country: Florida

(3) Federal Employer Identification Number:

2. (a) SERVICE MARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with a type of service, the mark is a service mark. If the mark is a service mark, the applicant/owner must list the specific service(s) the mark is being used in connection with. For example: furniture moving services, diaper services, house painting services, wholesale and retail sales of tractor equipment, etc. If the owner/applicant is using the mark to identify services available in the market place, enter the specific service(s) being rendered here:

(Note: List only those services currently being rendered by the owner/applicant. Do not include future services.)

Administrative services, advertising, utilities, entertainment, sporting and cultural activities

2. (b) TRADEMARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with an actual product manufactured by the owner/applicant or on the owner/applicant's behalf, the mark is a trademark. If the mark is a trademark, the applicant/owner must list the specific product(s) the name, logo, design and/or slogan is being used to identify. For example: ladies sportswear, cat food, barbecue grills, shoe laces, etc. If the owner/applicant is using the name, logo, design and/or slogan to identify goods available in the market place, enter the specific product(s) the name, logo, design and/or slogan is being used to identify:

(Note: List only those product(s) currently available. Do not include future products.)

N/A

2. (c) HOW IS THE NAME, LOGO, DESIGN AND/OR SLOGAN CURRENTLY USED:

SERVICE MARKS: If the name, logo, design and/or slogan are/is being used in connection with a type of service, you must specify the form(s)/mean(s) of advertisement the applicant/owner is using to advertise the services to the general public. For example: newspaper advertisements, business cards, brochures, flyers, pamphlets, menus, etc. If the mark is being used in connection with a type of service, state how the name, logo, design and/or slogan are/is being used in advertising here:

Business cards, Town website, employee emails, Town's Facebook page

public notices, agendas, competitive procurement documents (ITB, RFP, etc.).

TRADEMARKS: If the name, logo, design and/or slogan are/is being used to identify a product manufactured by or fore the applicant/owner, you must specify how the mark is applied or affixed to the actual product or its packaging. For example: a tag, label, imprinted or engraved on the actual product, etc. If the mark is being used in connection with a specific product, state how the name, logo, design and/or slogan is applied or affixed to the actual product(s) or the packaging:

N/A

2. (d) FEE(S) AND CLASS(ES): There are a total of 45 classes or categories in which all products or services must be categorized. The fee to register a mark is $87.50 per class. Make check payable to Florida Department of State.

List the class(es) which apply to the product(s) and/or service(s) listed in 2(a) and/or 2(b) above:

Classes 35, 39 and 41

PART II

1. You must state the date the name, logo, design and/or slogan was first used in the state of Florida, and, if it was used in another state or country, the date you first used the name, logo, design and/or slogan in the other state or country. Enter the month, day, and year the name, logo, design and/or slogan was first used by the applicant/owner, the predecessor, or a related company in Florida. If the name, logo, design and/or slogan has been used in another state or country, then you must also enter the month, day, and year the name, logo, design and/or slogan was/were used in another state or country, when applicable.

Note: The Florida Statutes require a mark to be in use prior to registration.

(a) Date first used in other state or country, if applicable: 01/01/2012

(b) Date first used in Florida: 01/01/2012

PART III

ENTER NAME, LOGO, DESIGN AND/OR SLOGAN BEING REGISTERED:

1. Enter the name, a brief description of the logo or design, and/or the slogan you are registering. The description of the logo and/or design must be 25 words or less. List the exact name, slogan, and/or description of the logo/design here: (NOTE: The name, logo, design and/or slogan listed in this section must match the exact name, logo, design and/or slogan listed on your specimens or examples.)

Design with a circle with the words "TOWN OF SEWALL'S POINT FLORIDA" in white along the inner edge of the circle and within the circle there is a circle of branches with leaves surrounding a pelican.

Provide the English translation of any and all terms listed #1 above, when applicable: N/A

2. DISCLAIMER STATEMENT (if applicable):
Your mark may include a word or design that is commonly used by others. Commonly used terms or designs must be disclaimed. When you disclaim a specific term or design, you are acknowledging this term is commonly used by others and that you do not claim the exclusive right to use the disclaimed term or design. All geographical terms and representations of cities, states or countries must be disclaimed (i.e., Miami, Orlando, Florida, the design of the state of Florida, the design of the United States of America, etc.). Corporate suffixes and terms readily associated with the specific product(s) and/or(s) service being provided must also be disclaimed.

Enter all terms listed in #1 above which require a disclaimer in the space provided below:

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERM(S)" "Sewall's" "Point" "Town" "Florida"

"APART FROM THE MARK AS SHOWN.

3. ATTACH OR INCLUDE THREE SPECIMENS OR EXAMPLES OF THE TRADEMARK OR SERVICE MARK BEING REGISTERED

Chapter 495, F.S., requires you to submit three specimens (samples or examples) of the mark in use. You must submit three specimens FOR EACH CLASS listed in Part I #2(d). The name, logo, design and/or slogan on the specimens must be identical to the name, logo, design and/or slogan being registered. You may provide three identical specimens or three different specimens. For each service mark class (classes 35-45), you may provide three newspaper advertisements, business cards, brochures, flyers, or any combination thereof. For each trademark class (classes 1-34), you may provide three tags, labels, boxes, etc. or any combination thereof. Photographs of bulky specimens are acceptable if the mark being registered and the good(s) or product(s) are clearly legible.

SIGNATURE OF APPLICANT/OWNER AND NOTARIZATION:

I, Kaija Mayfield, Mayor *, being sworn, depose and say that I am the owner and the applicant herein, or that I am authorized to sign on behalf of the owner and applicant herein, and to the best of my knowledge no other person except a related company has registered this mark in this state or has the right to use such mark in Florida either in the identical form thereof or in such near resemblance as to be likely, when applied to the goods or services of such other person to cause confusion, to cause mistake or to deceive. I make this affidavit and verification on my/the applicant's behalf. I further acknowledge that I have read the application and know the contents thereof and that the facts stated herein are true and correct.*

Kaija Mayfield, Mayor
Typed or printed name of applicant

Applicant's signature
(List name and title)

STATE OF Florida

COUNTY OF Martin

Sworn to and subscribed before me on this _____ day of _____ ,____, Kaija Mayfield, Mayor
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____

_____

_____
Notary Public Signature

(Seal)

_____
Notary's Printed Name

My Commission Expires:_____

FILING FEE: $87.50 per class

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **New Business: Landscape Maintenance Services RFP 2020-010 Results and Ranking**

Commission Meeting Date: December 15, 2020

Town Commission Priority: Finance, Environment

Background

This ranking is a result of the process associated with RFP 2020-010, seeking proposals for landscape maintenance services of town property (inclusive of specific duties as outlined in the RFP). The RFP, crafted by the Town Attorney, properly advertised and posted, is part of the backup material for your review.

Tasks Completed

The following is the schedule followed for this RFP.

Advertisement: **October 22, 2020**
Deadline for Written Questions: **October 29, 2020**
Proposals Due Date: **November 30, 2020**
Evaluation Committee Meeting: **December 1, 2020**
Town Commission Approval: **December 15, 2020**

Evaluation of proposals was conducted by Town Manager Berger and the Town Clerk monitored the process on December 1, 2020. Tabulation sheets are part of this backup.

The Town Manager reviewed the submissions, qualifications and proposals and ranked them as follows:

1. Dennis M. Serafini's Complete Lawn Care, Inc. with 97 combined points
2. Sunshine Land Design, Inc. with 95 combined points
3. Grass Roots Complete (GRC) with 82 combined points

The results were placed on the bulletin board in front of Town Hall and on the Town's website.

Budget Impact

Landscape Maintenance line item has $45,000 budgeted for (519.46a) in FY 2020 – 2021.

Recommendation

Staff recommends approval of the ranking.

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

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Recommendation

Staff recommends approval of the ranking.

REQUEST FOR PROPOSALS (RFP)

LANDSCAPE MAINTENANCE SERVICES

RFP NO. 2020-10

October 20, 2020

Town of Sewall's Point
One South Sewall's Point Road
Sewall's Point, FL 34996
(772) 287-2455

LEGAL NOTICE

The Town of Sewall's Point (the "Town") is soliciting written proposals from landscaping firms/individuals (collectively hereinafter referred to as "firm" or "firms") interested in performing landscape maintenance services for the Town. Interested firms may pick up or request a copy of the Request for Proposal (RFP) from the Town Clerk at Town Hall, One South Sewall's Point Road, Sewall's Point, Florida 34996 or by telephone at 772-287-2455 ext 14 or by email at AStoncius@sewallspoint.org. **RFP packages shall be submitted to the Town on or before 3 p.m. on November 30, 2020.** Sealed envelopes should be marked as follows: **RESPONSE TO TOWN OF SEWALL'S POINT RFP REGARDING LANDSCAPE MAINTENANCE SERVICES**. No responses will be accepted after that time.

Selection will be in accordance with the RFP, the Town's Purchasing Code and policies, and all applicable federal, state, and local requirements. The Town Manager or an Evaluation Committee shall evaluate the proposals submitted by the firms using criteria as outlined in the RFP and recommend the firm that offers the most advantageous opportunity to the Town Commission. The Town Commission will select the firm that offers the Town the most advantageous opportunity. The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to Michelle Berger, Town Manager, 1 South Sewall's Point Road, Sewall's Point, Florida 34996; email MBerger@sewallspoint.org.

Dated: October 20, 2020 **Town of Sewall's Point**

Published: Stuart News

I. GENERAL TERMS AND CONDITIONS

1.0 Scope of Services

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the maintenance required. The scope of services is anticipated to include but not be limited to landscape maintenance services as described in **Exhibit A** which is attached hereto and incorporated herein by this reference. There is no guarantee of a minimum amount of work under any resulting contract. These tasks are not to be construed as a complete statement of all duties to be performed. The awarded contractor ("Contractor") may be required to perform other job-related duties as required. All services shall be performed and completed in compliance with all applicable codes, laws, rules, and regulations governing these services. The firm shall have all proper licenses and permits as required by law.

2.0 No Oral Interpretations of the RFP; Reviewing RFP; Addenda

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. By submitting proposals, a firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than **__3_p.m. on October 29, 2020_,** each firm shall deliver to the Town all of the firm's questions concerning the intent, meaning and interpretation of this RFP. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm's questions may be delivered to the Town by hand-delivery, mail or e-mail but all such submittals shall be in writing and addressed to:

Town of Sewall's Point
Michelle Berger, Town Manager
1 South Sewall's Point Road
Sewall's Point, Florida 34996

If revisions to this RFP become necessary, the Town will issue written addenda. The Town will endeavor to make sure all participating firms receive such addendum by posting the addendum on the Town's website (www.sewallspoint.org); however, it is the sole responsibility of every firm to verify with the Town whether any addendum has been issued prior to submitting sealed proposals. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit I.** The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect proposals submitted in response to this RFP.

3.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFP.

Advertisement: **October 22, 2020**
Deadline for Written Questions: **October 29, 2020**
Proposals Due Date: **November 30, 2020**
Evaluation Committee Meeting: **December 1, 2020**
Town Commission Approval: **December 15, 2020**

Any Town Commission or Evaluation Committee meetings will be held at Town Hall, 1 S. Sewall's Point Road, Sewall's Point, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Commission and Evaluation Committee meetings.

4.0 Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right.

5.0 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFP and the work to be performed under the Contract. A firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

6.0 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If any firm believes its proposal contains exempt or confidential information, the firm must identify the same at the time of the submission of the proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

7.0 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more proposals that are equal with respect to price, quality, and service, the Town may give preference to the proposal received from a business that completes the attached DFW form, see **Exhibit E**, and certifies it is a DFW.

8.0 Communications

Firms interested in submitting a response to this RFP agree not to contact or "lobby" Town Commission members or any employee or agent of the Town at any time during the solicitation period and selection process, with the exception of directing questions/requests for clarification through the Town Manager. Any other contact with the Town in this matter will be considered inappropriate and subject the response to rejection/disqualification.

9.0 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The firm shall complete the attached Scrutinized Companies Certification Form which is attached here as **Exhibit F**.

10.0 Cost of Proposal Preparation

The firm assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Town shall not be liable for any expenses incurred by the firm when responding to this RFP, including but not limited to the cost of making presentations to the Town.

11.0 Implied Requirements

Products and services not specifically mentioned in this RFP but which are necessary to provide the services described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

12.0 Proposal of Additional Services

If a firm indicates, or the Town requests, an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract by amendment thereto signed by both parties.

13.0 Protest Procedures

Firms may protest in accordance with the Town's Code of Ordinances, section 2-263(j).

14.0 Non-collusion

The firm certifies, through the submittal of its proposal, that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

15.0 Code of Ethics; Conflict of Interest

This RFP is subject to the State of Florida Code of Ethics and the Town of Sewall's Point Standards of Conduct Procurement Policy. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit D**.

16.0 Insurance

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has

obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the "Town of Sewall's Point, its commissioners, employees, agents and affiliates" as an "Additional Insured".

The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the selected firm for any and all claims under any resulting contract. It shall be the responsibility of the selected firm to ensure that all subcontractors comply with the same insurance requirements herein.

17.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for

consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving responses, may accept or reject any or all responses, may accept responses which deviate from the non-material provisions of this RFP, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting a proposal in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of a proposal, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the firm, including the firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to any proposal made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of award, or in any withdrawal, postponement or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors. Any proposal which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

18.0 Public Entity Crimes

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.0 Litigation concerning RFP and Resulting Contract

By submitting a Proposal, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting contract shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this ITB or the Agreement shall be the state and federal courts in and for Martin County, Florida.

II. PROPOSAL, SELECTION, AND AWARD INFORMATION

1.0 Proposal Format and Information

The proposal should address and include the following items:

- Summary of the firm/personnel's experience and qualifications relating to similar local municipal or large HOA or other similar landscape maintenance services;
- Statement regarding vision/mission/overall business policies, marketplace position and identity.
- Specific types of landscape maintenance projects and work performed with a focus on work that would be similar to this Town contract.

- Identify the project superintendent/supervisor and those personnel assigned to this maintenance services including the location of the office.
- Contact information for at least three (3) references (current/recent clients preferred), providing name, address, phone and email of references.
- Proposal Cost Sheet (see **Exhibit H**).
- Include the following documents (completed and signed where appropriate): Checklist (see **Exhibit B**), Proposal Submittal and Acknowledgment Form (**Exhibit C**), Conflict of Interest Form (see **Exhibit D**), Drug Free Workplace Form (see **Exhibit E**), Scrutinized Companies Certification (see **Exhibit F**), and E-Verify Form (see **Exhibit G**).
- Copy of required licenses to perform work hereunder.

Each firm shall submit one (1) original, four (4) copies, and one (1) electronic copy of their proposal, in a clear, concise format, on 8 ½ X 11 paper. Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.** Only one proposal may be submitted by each firm. **RFP packages shall be submitted to the Town on or before 3 p.m. on November 30th, 2020.**

2.0 Proposal Evaluation, Selection and Award

The Town Manager or a Selection Committee will evaluate the proposals in order to prepare a recommendation to the Town Commission for the selection of the top-ranked firm and award of a resulting contract. The selection of a firm with whom to contract shall be based on the most advantageous opportunity for the Town using the following criteria:

a. Qualifications (max 30 points);
b. Skill and experience based on reference verifications and past similar experience (max 30 points);
c. Amount of Proposal Cost Sheet (**Exhibit H**) (max 25 points); and
d. Adherence to specifications and requirements of the RFP (max 15 points).

The Town Commission has the ultimate authority to make an award to the firm whom it determines in its sole discretion offers the most advantageous opportunity to the Town, or to reject all proposals, cancel the RFP and/or re-issue the RFP, and take such further action as is deemed appropriate in the sole discretion of the Town Commission.

3.0 Contract

The successful firm shall be required to enter into a formal written contract with the Town which will include its standard terms and conditions. This RFP shall be incorporated into the contract. The Town reserves the right to delete or amend any of the services as listed and described in this RFP. The resulting contract shall be for a period of three (3) years with the option to renew for two (2) additional two (2) year periods. Option to renew is at the sole discretion of the Town. Any renewal will be subject to appropriation of funds by the Town and the terms and conditions of this RFP.

EXHIBIT A

SCOPE OF SERVICES

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the services required. The scope of services is anticipated to include but not be limited to the following landscape maintenance services:

1. **Subject Property**.

a. **Town Hall Properties**: Highest level of services required in all categories.
   i. Town Hall
   ii. Town Commons Park
   iii. A1A Beautification Project
   iv. "Pedway" from Town Hall to Tuscan along South Sewall's Point Road (SSPR)
   v. Homewood Park
   vi. Preserve Area Maintenance – East side of North Sewall's Point Road
   vii. Lantana Park

b. **Traffic Islands**: Service needs vary based on property conditions (e.g., where there is turf, it should be mowed; where there are plantings, irrigation and/or mulch, they should be maintained; weeding is required; fertilization is on an as needed basis).
   i. West High point & SRR (vine)
   ii. Mandalay West
   iii. Mandalay midpoint
   iv. Palm Road & South River Road (east)
   v. Palm Road & South River Road protected Tree
   vi. Ridgeland western terminus
   vii. Indialucie Median 1
   viii. Indialucie Median 2

c. **"Pocket Parks"/Stormwater Retention Properties**: High level of service is required for these properties, based on their usage as "pocket parks" and/or stormwater retention areas (e.g., where there are plantings, irrigation and/or mulch, they must be maintained; weeding is required; fertilization is on an as needed basis).
   i. Indialucie Retention
   ii. Quail Run Dry Detention
   iii. Heritage Way Dry Detention
   iv. Homewood park
   v. Ridgeview Dry Detention (at SSPR)
   vi. Rio Vista Dry Detention (Lantana Lane)
   vii. Lot across from Marguerita (east side of SSPR)

d. **Rights-of-Way**: These areas required basic maintenance (e.g., mowing where there is turf, weed and trash management, trimming for safety and line-of-sight, management for general appearance). Most of these properties are rights-of-way fronting undeveloped lots and require Town maintenance.
   i. SSPR (both sides) from A1A to High Point area
   ii. North Sewall's Point Road (west side only) from A1A north to the northern end of Indialucie Subdivision

iii. Copaire Road
iv. East side of SSPR from Mandalay to 140 SSPR
v. Bridge to Archipelago
vi. ROW fronting vacant lot at 20 Middle Road
vii. ROW fronting vacant lot at 16 Middle Road
viii. ROW fronting vacant lot at 15 East High Point Road
ix. ROW fronting vacant lot at 15 Mandalay Road
x. Eastern side of SSPR from 173 SSPR to Mandalay Island Road Bridge
xi. ROW fronting vacant lot at south of 137 South River Road
xii. ROW fronting vacant lot at 131 South River Road
xiii. ROW fronting vacant lot at 114 South River Road
xiv. ROW fronting vacant lot at 3 Pineapple Road
xv. ROW fronting vacant lot at south and east intersection of Pineapple and SSPR
xvi. ROW fronting vacant lot at 108 South River Road
xvii. ROW fronting vacant lot at SSPR and Heron's Nest
xviii. Lantana Lane up to 22 (4 vacant lots ++)
xix. ROW adjacent to vacant lost across from 91 to 95 SSPR on east side
xx. ROW fronting vacant lot on Morgan Circle
xxi. ROW across from vacant lots at 80 SSPR
xxii. From 55 SSPR to Via Lucindia
xxiii. ROW fronting corner vacant lot at Ridgeland and South River Road
xxiv. Both sides of road at 49 and 51 SSPR
xxv. ROW fronting vacant lot across from 41 South River Road
xxvi. ROW fronting vacant lot at 104 Hillcrest
xxvii. ROW fronting vacant lot at 36 SSPR
xxviii. ROW fronting vacant lot at 30 SSPR (both sides)
xxix. ROW fronting vacant lot at 19 SSPR (gap in pedway)
xxx. Trimming along SSPR (west side) from Town hall to Miramar

2. **Services and Standards**.

a. **Minimum Services**: The following services shall be provided at a level of service necessary to establish and maintain a high municipal standard of care. Any stated service levels shall be deemed to be the minimum level of service required and shall include the following:

i. Mowing (minimum twice monthly; weekly May – October);
ii. Pruning, trimming, edging, weeding;
iii. Fertilization and pest control; and
iv. Irrigation maintenance and controls, where irrigation exists as of the date hereof.

b. **Minimum Standards**: The following standards shall be required; provided, however, that the Contractor shall use his/her experience and expertise to ensure that the high municipal standard required by this RFP is met. For every task, resulting debris shall be cleaned up and removed, with walkways, driveways and rights-of-way cleaned of debris from all maintenance operations.

i. **Turf Mowing**

(1) The existing turf areas shall be mowed on a regular basis.
(2) The cutting height shall be adjusted so as to retard weak growth and help build healthy turn top and root.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.
(4) Retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures.
(5) Bagging and/or raking shall be done when excessive grass clippings are present.

ii. **Turf Edging**

(1) Hard surfaces (driveways, walkways, sidewalks, parking lots, curbing, headers, retaining walls, etc.) shall be edged with a mechanical blade edger per visit.
(2) Beds and tree rings shall be edged each visit to prevent encroachment from turf and other adjacent materials.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.

iii. **Ground Cover, Shrub and Tree Trimming**

(1) Pruning and shaping of palm trees shall be provided as needed without additional surcharge. Hardwood trees within rights-of-way shall be pruned only with specific permission of the Town Manager and shall be paid for by separate bid.
(2) All dead wood shall be pruned out of trees under eight feet in height, all shrubs and groundcover.
(3) All shrubs and groundcovers shall be shaped so as to maximize visual beauty.
(4) All flowering species shall be trimmed so that maximum flowering is obtained.

iv. **Weed and Pest Control**

(1) Weeds in beds, tree rings, and pavement cracks shall be controlled both manually and chemically on an as-needed basis.
(2) Weeds in beds or mulched areas will be removed weekly mechanically or by hand.
(3) Weeds in paved areas will be controlled with string trimmers.
(4) Only products that are environmentally safe will be used.
(5) Mulching shall be replaced at least annually and more often, as needed, with the cost of materials (only) to be paid by the Town with prior approval before purchase.
(6) All turf, shrubs, ornamentals and groundcovers shall be monitored for pests, disease, and nutrient problems with findings identified and reported to the Town in a timely manner.
(7) Contractor shall practice Integrated Pest Management to control insects, diseases and weeds on and around perennials, groundcovers, shrubs, vines, and trees. This will include weekly monitoring and spot treatment as necessary using the least toxic methods as accepted by the Town.

v. **Fertilization**: All fertilizers must comply with current guidelines recommended by the University of Florida, IFAS and comply with the

ordinances of the Town. The following are minimum fertilization requirements:

(1) All turf areas shall be fertilized at least four (4) times per year in a manner compliant with local regulations and using materials that are environmentally safe.

(2) Ornamental shrubs and trees planted less than five (5) years shall be fertilized three (3) times per year. Shrubs and trees more than five (5) years old in the landscape shall be fertilized twice a year. Shrubs and trees in lawn areas exposed to lawn fertilizations will not be supplementally fertilized.

(3) Mature palms should receive a complete, granular fertilizer formulated for palms four (4) times per year at a rate of six (6) pounds per application. Palms under eight (8) feet in height should receive 2-5 pounds per application four (4) times per year.

vi. **Irrigation**: Contractor shall inspect and test all components and zones in all Town irrigation systems monthly and shall reset zone times according to the seasonal changes. Minor adjustments and repairs, including but not limited to, head/emitter cleaning/replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor without additional charge. Significant repairs or system services will be charged at an hourly rate plus parts, with prior approval by the Town Manager.

vii. **Plant Maintenance**: Contractor shall replace all dead plants on a work order basis, with labor and material costs approved in writing by the Town prior to installation or purchase.

3. **Safety, Staff and Damages**.

a. Contractor will provide an adequate number of qualified and well-trained personnel for the timely performance of the Services to the Town. Such personnel shall be uniformed with the company name displayed and easily identifiable. The personnel will maintain a clean, professional appearance and conduct themselves in a professional manner at all times.

b. Contractor shall at all times enforce strict discipline and good behavior among its employees and shall take steps necessary to ensure that they are familiar with and abide by all safety and other rules.

c. Contractor will be responsible for damages caused by its personnel, machinery or any other equipment used by the Contractor. The Contractor shall notify the Town immediately of any damage to irrigation systems, structures, signs and/or any plant material.

d. All equipment necessary to mow, prune, edge, trim, or otherwise perform all Services shall be kept clean, sharpened and in excellent operating condition.

4. **General Specifications**.

a. Contractor is not liable for:

i. Death or decline of plant materials due to improper selection, placement, planting or maintenance implemented before this contract.

ii. Damage due to improper irrigation components in existence at the time of contract execution.
iii. Flooding, storm or wind damage.
iv. Damage due to vandalism.

b. The Contractor shall cooperate fully with the Town in the rendition of the services at the said premise.

c. The Contractor shall notify the Town of any irregularities that may occur when Contractor's personnel are on the premises.

d. This RFP is for existing landscaping. Significant changes, renovations or additional landscape designs are not included.

e. With no cost to the Town and upon notification by the Town, the Contract will replace dead or dying plants, shrubs, trees, groundcover, grass, etc. that has died or declined during the Contractor's performance of the Services unless exempted in paragraph 1.3 a. above.

f. The Contractor shall be held responsible to perform inspections of all work completed by their personnel to ensure adherence to the specifications and other requirements set forth in this Scope of Services.

g. The Contractor shall be responsible to police the areas for paper, debris and trash. Areas are to be policed and free of paper, debris and trash prior to mowing. The Contractor shall provide for the prompt removal of all debris from Town property. The Town may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property caused by the Contractor.

h. The Contractor agrees that during and after a public emergency, disaster, hurricane, flood, or other acts of God, the Town will be given first priority for all goods and services under the resulting contract. The Contractor shall furnish a 24-hour phone number to the Town in the event of an emergency.

i. The Contractor shall at all times guard against damage and loss to the Town's property and to its own property and shall be held responsible for replacing or repairing any such loss or damage. When reasonably necessary, the Contractor will provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Town, State of Florida, OSHA, and other applicable safety regulations are met.

EXHIBIT B

CONSULTANT CHECKLIST

Note:
1) This Exhibit must be included in RFP.
2) RFP Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

_____ Copy of this Checklist (Exhibit B)

_____ References and other Information requested in Proposal Format and Info (Section II, Paragraph 1.0) (e.g., qualifications, past similar experience, etc.)

_____ Proof of Licenses

_____ Proposal Submittal Form and Acknowledgment (Exhibit C)

_____ Conflict of Interest Statement (Exhibit D)

_____ Drug Free Workplace form (Exhibit E)

_____ Scrutinized Companies Certification (Exhibit F)

_____ E-Verify Form (Exhibit G)

_____ Proposal Cost Sheet (Exhibit H)

EXHIBIT C

PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME:_____
_____

2. PRIMARY OFFICE ADDRESS: _____
_____

3. TELEPHONE NUMBER: _____

4. EMAIL: _____

5. CONTACT PERSON: _____

6. FEDERAL ID# OR SSN: _____

By submitting a proposal, the firm warrants, represents, certifies, and declares that:

A. The firm acknowledges receipt and review of Addenda Nos.:_____.

B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.

C. The firm understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.

D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.

F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.

G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.

H. The firm has made a full examination of the site and is familiar with the site conditions that may impact its performance.

I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.

J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.

K. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

_____

AUTHORIZED SIGNATURE

_____

TITLE

_____

PRINT NAME

_____

DATE

EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

_____
COMPANY OR INDIVIDUAL NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE, IF A COMPANY

EXHIBIT E

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

EXHIBIT F

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By:_____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

EXHIBIT G

STATE OF FLORIDA
E-VERIFY

Contract No: _____
Financial Project No(s): _____
Project Description: _____

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____

EXHIBIT H

PROPOSAL COST SHEET

Provide an annual fee for the provision of the Scope of Services (Exhibit A) to the Town:

$_____ annual fee

Respondent Business Name: Serafini

RFQ 2020 – 10

EVALUATION COMMITTEE

- Michelle Berger, Town Manager MB
- April Stoncius, Town Clerk, Monitoring

December 1, 2020 2:00 PM

Evaluation Criteria	Evaluation Score Scale	Evaluation Score
- Qualifications	0 - 30 points	29
- Skill and Experience (Based on references & verifications of past similar experiences) Multiple years working for the Town. No other municipality - No detail on other projects	0- 30 points	28
- Amount of Proposal	0- 25 points	25
- Adherence to RFP	0 - 15 points	15

Amount of Proposal Submitted: $38,520

Total Score 97 Potential 100 Points

Respondent Business Name: Sunshine

RFQ 2020 – 10

EVALUATION COMMITTEE

- Michelle Berger, Town Manager mb
- April Stoncius, Town Clerk, Monitoring

December 1, 2020 2:00 PM

Evaluation Criteria	Evaluation Score Scale	Evaluation Score
Qualifications	0 - 30 points	30
Skill and Experience (Based on references & verifications of past similar experiences)	0- 30 points	30
Amount of Proposal	0- 25 points	20
Adherence to RFP	0 - 15 points	15

Amount of Proposal Submitted: $85,000

Total Score 95

Potential 100 Points

mb

Respondent Business Name: Grass Roots Complete (GRC)

RFQ 2020 – 10

EVALUATION COMMITTEE

- Michelle Berger, Town Manager

April Stoncius, Town Clerk, Monitoring

December 1, 2020 2:00 PM

Evaluation Criteria	Evaluation Score Scale	Evaluation Score
Qualifications No Mission statement / Vision / Info - Individual Certs	0 - 30 points	20
Skill and Experience (Based on references & verifications of past similar experiences) No detail on projects - High combined team experience	0- 30 points	25
Amount of Proposal	0- 25 points	25
Adherence to RFP	0 - 15 points	12

Amount of Proposal Submitted: $27,973

Total Score 82 Potential 100 Points

Tabulation Sheet

Agency: **Town of Sewall's Point**

RFQ 2020-010 - Landscape Maintenance Services	Due Date	Bid Proposal Amount	Total Score
Dennis M. Serafini's Complete Lawn Care, Inc.	12/1/2020	$38,520	97
Sunshine Land Design, Inc.	12/1/2020	$85,000	95
Grass Roots Complete, LLC.	12/1/2020	$27,973	82

(1)

Note:

1) This Exhibit must be included in RFP.
2) RFP Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

✓ Copy of this Checklist (Exhibit B)

✓ References and other Information requested in Proposal Format and Info (Section II, Paragraph 1.0) (e.g., qualifications, past similar experience, etc.)

✓ Proof of Licenses

✓ Proposal Submittal Form and Acknowledgment (Exhibit C)

✓ Conflict of Interest Statement (Exhibit D)

✓ Drug Free Workplace form (Exhibit E)

✓ Scrutinized Companies Certification (Exhibit F)

✓ E-Verify Form (Exhibit G)

✓ Proposal Cost Sheet (Exhibit H)

RECEIVED
NOV 0 3 2020
By as

Dennis M. Serafini's Complete Lawn Care, Inc.
3375 SE Dixie Highway | Stuart, FL 34997
Phone: (772) 521-4440 | Email: landscapingdms@gmail.com

Landscape Maintenance Proposal Letter

October 26, 2020

Town of Sewall's Point
Attn: Michelle Berger, Town Manager
One South Sewall's Point Road
Sewall's Point, FL 34996

Thank you for the opportunity to present our landscape maintenance proposal for the Town of Sewall's Point. It has been our privilege to provide landscape maintenance for the Town of Sewall's Point for the last six plus years. Our mission is to provide the very best customer service to all of our customers and it is our sincere hope we will continue our long term relationship with the Town of Sewall's Point and it's residents.

At Serafini's Landscaping, Inc we are acutely aware that you have priorities other than dealing with landscape issues. Our job is to be proactive in taking care of the property which helps eliminates the problems and headaches associated with your landscape management. In the event a problem does arise, we have always been one call away and will continue to be.

Serafini's Landscaping has over 22 years of experience with a long history of satisfied customers. We take a great deal of pride in this fact and our crews work hard each day to provide a consistent level of satisfaction for each of our customers.

We recently finished a large landscaping project for the new Treasure Coast Classical Academy Charter School located at 1400 SE Cove Road, Stuart FL 34997. Serafini's Landscaping, Inc was contracted by Summit Construction Management Group to do the complete installation of landscaping and irrigation build out. We received high remarks for our work ethic and for a job well done.

References:

1) **Treasure Coast Classical Academy**
   1400 SE Cove Rd | Stuart, FL 34997
   Contact: Liz Estes (Operations Manager)
   Email: lestes@treasurecoastclassical.org
   Phone: (772) 419-7680

2) **Elliot Musem**
825 NE Ocean Blvd | Stuart, FL 34996
Contact: Jim Butterworth (Facilities Manager)
Email: jbutterworth@elliotmuseum.org
Phone: (772) 225-1961

3) **Discovery Village At Stuart**
2625 SE Cove Road | Stuart, FL 34997
Contact: Harry Younger (Facilities Manager)
Email: hyounger@discoveryvillages.com
Phone: (772) 291-1063

4) **Encompass Health Rehabilitation Hospital**
5850 SE Community Drive | Stuart, FL 34997
Contact: Dawn Salas (CFO)
Email: dawn.salas@encompasshealth.com
Phone: (772) 324-3523

Qualifications/Licenses:
-22 years experience
-Irrigation License
-Registered Landscape Architect on staff

If you have any questions, the contact person for this proposal is:
Melissa Serafini, VP
Phone (772) 521-4440
Email: landscapingdms@gmail.com

We appreciate the opportunity to bid and look forward to an ongoing business relationship.

Kindly,

Melissa Serafini

Melissa Serafini/Vice President

10/27/2020
Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CMH Risk Partners
P.O. Box 271788
Tampa FL 33688

CONTACT NAME: Donny Gray
PHONE (A/C, No, Ext): 772-521-1787 **FAX (A/C, No):**
E-MAIL ADDRESS: donny@cmhriskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FFVA MUTUAL INSURANCE CO.	10385
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DENNIS M SERAFINI'S COMPLETE LAWN CARE INC
3375 DIXIE HWY
STUART 34997

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☒ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		33312	9/30/2020	9/30/2021	E.L. EACH ACCIDENT	$ 500000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
TOWN OF SEWALLS POINT
ONE SOUTH SEWALLS POINT RD
SEWALLS POINT 34996

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2020

PRODUCER
BIE INSURANCE AGENCY, INC.
513 US HIGHWAY ONE, SUITE 102
NORTH PALM BEACH, FL 33408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Dennis M Serafini Complete Lawn Care Inc.
3375 SE DIXIE HWY
STUART FL 34997-5219

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY	C21 4445-A03-59A	07/03/2020	01/02/2021	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO	G41 1767-D03-59	10/03/2020	04/03/2021		
		ALL OWNED AUTOS	J02 4510-C19-59A	09/13/2020	03/13/2021	BODILY INJURY (Per person)	$ 100,000.00
X		SCHEDULED AUTOS	J13 2918-F17-59	12/17/2020	06/17/2021		
		HIRED AUTOS	642 0276-D10-59D	10/10/2020	04/10/2021	BODILY INJURY (Per accident)	$ 300,000.00
		NON-OWNED AUTOS	645 3801-F20-59B	12/20/2020	06/20/2021		
						PROPERTY DAMAGE (Per accident)	$ 50,000.00
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Town of Sewall's Point
One South Sewall's Point Rd
Sewall's Point, FL 34996

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brightway Insurance
PO Box 5700
Jacksonville FL 32247

CONTACT NAME: Commercial Service
PHONE (A/C, No, Ext): (855) 841-3135 **FAX (A/C, No):** (904) 322-5928
E-MAIL ADDRESS: certificate@brightway.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B: Markel American Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dennis M Serafini's Complete Lawn Care. LLC
3375 SE Dixie Hwy
Stuart FL 34997

COVERAGES **CERTIFICATE NUMBER:** CL207265670 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NPP8711358	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							BPP	$ 50,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Inland Marine			41M1028358	08/10/2020	08/10/2021	Equipment Leased or Rented From Others	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town of Sewall's Point
One South Sewall's Point Rd
Sewall's Point FL 34996

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2020 - 2021

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2000-267-0045 **Cert**
Category 267 **Sic No** 561730
Phone (772)521-4440
Location 3375 SE DIXIE HWY

Lic Fee	26.25
Penalty	0.00
Coll-Fee	0.00
Transfer	0.00

TOTAL 26.25

DENNIS SERAFINI'S COMPLETE

DENNIS SERAFINI'S COMPLETE
LAWN CARE

Has satisfied requirements to engage in the business profession

or occupation of 267 LAWNCARE

at location listed for the period beginning on

July 31, 2020

AND ENDING September 30, 2021

DENNIS SERAFINI'S COMPLETE
LAWN CARE
3375 SE DIXIE HWY
STUART, FL 34997

BTR-19-00245355 **PAID**

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, PAULA S

DENNIS M. SERAFINI'S COMPLETE LAWN CARE, INC.
3375 SOUTHEAST DIXIE HIGHWAY
STUART FL 34997

LICENSE NUMBER: SCC131152374

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT C

PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: Dennis M. Seratini's Complete Lawn Care, Inc.
2. PRIMARY OFFICE ADDRESS: 3375 SE Dixie Highway Stuart, FL 34997
3. TELEPHONE NUMBER: 772-521-4440 / 772-678-1198
4. EMAIL: landscapingdms@gmail.com
5. CONTACT PERSON: Melissa Seratini / Dennis Seratini
6. FEDERAL ID# OR SSN: 84-1675683

By submitting a proposal, the firm warrants, represents, certifies, and declares that:

A. The firm acknowledges receipt and review of Addenda Nos.: _____.

B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.

C. The firm understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.

D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.

F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.

G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.

H. The firm has made a full examination of the site and is familiar with the site conditions that may impact its performance.

I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.

J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.

K. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

Melissa Serafini
AUTHORIZED SIGNATURE

VP / Manager
TITLE

Melissa Serafini
PRINT NAME

10/26/2020
DATE

EXHIBIT E

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Dennis M Serafini Complete Lawn Care, Inc
I certify that Dennis M. Serafini's Complete Lawn Care Inc complies fully with the above requirements.

Melissa Serafini — Authorized Representative's Signature

10/20/2020 — Date

Melissa Serafini — Name:

VP / Manager — Position:

EXHIBIT F

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, Melissa Serafini, on behalf of Dennis M. Serafini's Complete Lawn Care Inc (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: Melissa Serafini Date: 10/26/2020

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was sworn to (or affirmed) and subscribed before this 26th day of October, 2020, by Melissa Serafini, who is the Vice President of Dennis M. Serafini's Complete Lawn Care, Inc, who is personally known to me or who has produced Drivers License as identification.

MELISSA DEGEORGE
Commission # GG 235837
Expires July 8, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC
Printed Name of Notary Melissa DeGeorge
My Commission expires: 7-8-2022

EXHIBIT G

STATE OF FLORIDA
E-VERIFY

Contract No: _____
Financial Project No(s): _____
Project Description: Landscape Maintenance Services

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Dennis M. Serafini's Complete Lawn Care, Inc

Authorized Signature: Melissa Serafini

Title: VP/Manager Date: 10/26/2020

EXHIBIT H

PROPOSAL COST SHEET

Provide an annual fee for the provision of the Scope of Services (Exhibit A) to the Town:

$ 38,520.00 **annual fee**

COPY

REQUEST FOR PROPOSALS (RFP)

LANDSCAPE MAINTENANCE SERVICES

RFP NO. 2020-10

October 20, 2020

Town of Sewall's Point
One South Sewall's Point Road
Sewall's Point, FL 34996
(772) 287-2455

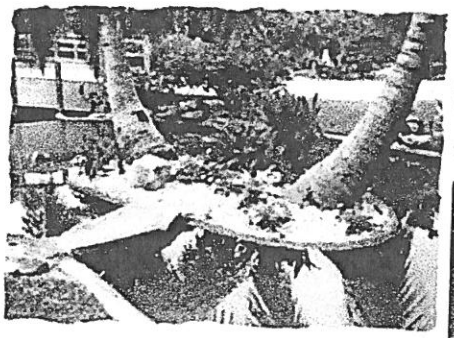
EXHIBIT B CONSULTANT CHECKLIST

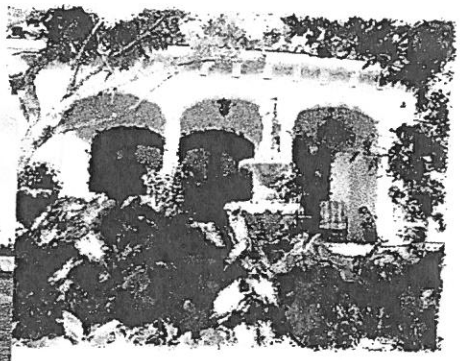
Note:
1) This Exhibit must be included in RFP.
2) RFP Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

- ✓ Copy of this Checklist (Exhibit B)
- ✓ References and other Information requested in Proposal Format and Info (Section II, Paragraph 1.0) (e.g., qualifications, past similar experience, etc.)
- ✓ Proof of Licenses
- ✓ Proposal Submittal Form and Acknowledgment (Exhibit C)
- ✓ Conflict of Interest Statement (Exhibit D)
- ✓ Drug Free Workplace form (Exhibit E)
- ✓ Scrutinized Companies Certification (Exhibit F)
- ✓ E-Verify Form (Exhibit G)
- ✓ Proposal Cost Sheet (Exhibit H)

Sunshine Land Design, Inc.

SITEWORK • LANDSCAPE • HARDSCAPE • IRRIGATION • UTILITY • MAINTENANCE





Improvement & Success

We believe that in order to be successful in any competitive environment we must strive to continually improve on the quality of products & services that we provide to our customers. We believe that our customer's long-term growth and prosperity is tied directly to ours and we work hard to assure success.

Leader

We seek to provide innovation & leadership to the industries that we are involved in & focus our efforts on those industries in which we can provide that leadership.

Culture

We promote a family culture of long-term relationships with our customers & employees

Sunshine's Vision:
To be outstanding in our industry by providing products & services that enhances the value of the community we work & play in.

- ☑ Landscape Maintenance
- ☑ Seasonal Color Rotation
- ☑ Tree & Lawn Care – Fertilization
- ☑ Pest Management
- ☑ Tree Pruning
- ☑ Irrigation Installation – Water Management
- ☑ Landscape Installation
- ☑ Utility & Site Work
- ☑ Brick Paver Installation- Patio/Drive



3291 SE Lionel Terrace
Stuart, FL 34997
Phone: 772.283.2648
Facsimile: 772.283.8944
Web: www.sldfl.com

SUNSHINE
LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida 34997

November 30, 2020

Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, Fl 34996
Ref: Lawn Maintenance Services RFP# 2020-10

Dear Town Manager and Committee,

Thank you for the opportunity to submit a proposal for Landscape Maintenance Services for the Town of Sewall's Point. **Summary of Firm/Personnel;** Since 1984, Sunshine Land Design Inc. has been serving the Treasure Coast. With our roots established in residential and commercial landscaping, our firm has grown to over one-hundred professional employees, specializing in a diverse range of services. With over 35 years' experience, we pride ourselves in the outstanding, long-term relationships with Homeowner Associations and Municipalities throughout our Local community. Sunshine Land Design has adequate workforce and equipment available to carry the workload of this contract. Sunshine Land Design, Inc. shall perform 100% of the project management.

Our Landscape management team shall strategically schedule, based on locations, and sufficiently staff this contract to deliver a professional service in a timely manner, as per the contract specifications . Enclosed in this package are the resumes for our assigned Landscape Team.

Our Vision and Mission Statement; To be outstanding in our industry by providing products and services that enhance the value of the community we work & play in. We are committed to providing our employees a stable work environment with equal opportunity for Learning and personal growth. Innovation is encouraged for improving the effectiveness of Sunshine Land Design, Inc. Above all, employees are provided the same concern, respect, and attentive and kind attitude within the organization that they are expected to share externally with our Customers.

Sunshine Land Design, Inc. appreciates the opportunity to present this bid and we look forward to any questions you may have.

Enclosed in this Bid submittal, please find the following requested data.

Exhibit B - Check List	Exhibit E - Drug Free Workplace Form
Reference & Other Info requested in Proposal Form Section II, Paragraph 1.0 (qualification and Past similar experience	Exhibit F - Scrutinized Companies Certification
Proof of Licenses and COI	Exhibit G - E-Verify Form
Exhibit C - Proposal & Acknowledgement Form	Exhibit H – Proposal Cost Sheet
Exhibit D – Conflict of Interest Form	

Best Regards,

Ana Gonzalez, Estimating Department
John Shakra – Landscape Division Manager
Sunshine Land Design, Inc
772-283-2648

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SIMILAR REFERENCES
Landscape Maintenance

Municipality/Owner: **CITY OF PORT ST LUCIE**
Contact Info: John Dunton
900 SE Ogden Lane
Port St Lucie, FL 34983
Phone: 772-334-4035
Email: jdunton@cityofpsl.com

Municipality/Owner: **CITY OF STUART**
Contact Info: Milton Leggett
121 SW Flagler Ave
Stuart, FL 34996
Phone: 772-288-5341
Email: mleggett@ci.stuart.fl.us

Municipality/Owner: **MARTIN COUNTY GENERAL SERVICES DEPT.**
Contact Info: Renee Boykin / Sonny Senesac
2401 SE Monterey Road
Stuart, FL 34996
Phone: 772-221-1365
Fax: 772-221-1383
Email: Rboykin@martin.fl.us / SSenasac@martin.fl.us

Municipality/Owner: **ADVANTAGE PROPERTY MANAGEMENT**
Contact Info: Coral Benka
1111 SE Federal Highway
Stuart, FL 34994
Phone: 772-334-8900
coralb@advpropmgt.com

Municipality/Owner: **MARTIN COUNTY PARKS DEPT.**
Contact Info:
Steven Monteith
2401 SE Monterey Road
Stuart, FL 34996
Phone: 772-260-3100
Fax: 772-221-1417
Email: smonteit@martin.fl.us

Municipality/Owner: **PLANTATION MANAGEMENT COMPANY**
Contact Info:
Tim Kazmier
625 SE Central Parkway
Stuart, FL 34994
Phone: 772-220-0005
Fax: 772-220-4244
Email: tim@plantationmanagement.com

Municipality/Owner: **SAILFISH POINT UTILITIES DEPARTMENT**
Contact Info:
Richard Marx
6929 South Marina Way
Stuart, FL 34996
Phone: 772-225-1615
Fax: 772-225-1631
Email: utilities@sailfishpoint.com

Municipality/Owner: **FLORIDA GAS TRANSMISSION COMPANY**
Contact Info:
Bernie Kilbreth
Station 20
Fort Pierce, FL
Phone: 772-217-7614
Email: bernie.kilbreth@sug.com

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3291 S. E. Lionel Terrace, Stuart, Florida 34997

REFERENCES
Landscape & Irrigation Maintenance

ADVANTAGE PROPERTY MANAGEMENT

Customer and Owner: Various Condominium & Homeowner Associations

Customer Contact: Coral Benka
1111 SE Federal Highway
Stuart, FL 34994
(772) 772-334-8900 – Office
coralb@advpropmgt.com

Description: Landscape and Irrigation Maintenance at several residential associations, including but not limited to, Hanson's Landing, Golf Cottages/Mariner Sands and Club Villas.

Current Status: Past 15 years and ongoing.

PLANTATION MANAGEMENT COMPANY

Customer and Owner: Indian River Plantation

Customer Contact: Tim Kazmier- President
2115 SE Ocean Blvd
Stuart, FL 34996
(772) 220-0005
tim@plantationmanagement.com

Description: Landscape and irrigation maintenance at Indian River Plantation of Hutchinson Island.

Current Status: Past 25 years and ongoing.

SAILFISH POINT PROPERTY OWNERS ASSOCIATION

Customer and Owner: SAILFISH POINT P.O.A.

Customer Contact: Richard Marx
6929 South Marina Way
Stuart, FL 34996
(772) 225-1615
r.marx@sailfishpoint.com

Description: Landscape and Irrigation maintenance of all common areas within Sailfish Point. Miscellaneous projects including landscape enhancements, irrigation installations, and site & earthwork.

Current Status: Past 20 years and ongoing

SUNSHINE
LAND DESIGN

Timothy R Taylor, President
Sunshine Land Design, Inc.

Home: 5228 SW Anhinga Ave ◆ Palm City, FL 34990
Work: 3291 SE Lionel Terrace◆ Stuart, FL 34990 ◆ (772) 260-2387 ◆ttaylor@sunshinelanddesign.com

Company Background & Information:

Sunshine Land Design, Inc. was founded in 1984 by Timothy and Frankie Taylor. With the company's roots established in landscape and sitework, it did not take long for our firm to grow and provide much needed "Complete Property Maintenance, Restoration, & Construction" to the Treasure Coast. Now with over one hundred skilled employees, we perform a diverse range of services for all property needs, from drainage improvements, civil construction, and asphalt/concrete work to landscape/irrigation installations and maintenance. Our clients include Martin County, City of Stuart, City of Port St Lucie, Sailfish Point Utilities, Town of Sewall's Point, Martin County School District, Town of Jupiter Island, South Martin Regional Utilities, and numerous residential POAs & communities through-out the Treasure Coast.
We take pride that during our company's lifetime, we have worked on every single school site located within the Martin County School District; past services include but are not limited to:
Civil Construction, Irrigation, Landscape Renovations, Drainage Improvements, Athletic Field Renovations, Vac Truck services, and Hardscape installations.

Employees: 105 employees – 90% residing in Martin County
Annual Revenue: $11 million
Bonding Capacity: $10 million

Professional Experience:

Timothy Taylor co-founded and has co-owned and operated Sunshine Land Design, Inc. for 35 years. Based in Stuart, FL, he has strived to build Sunshine Land Design into the reputable and successful company it is today. His involvement along the Treasure Coast with various municipalities and local communities is very extensive and held in high regard. As a seasoned leader with more than 35 years' experience in all aspects of construction operations, he personally guides projects from start to finish, within budget and always on time. Timothy is an expert in site, underground, and stormwater construction, design, and maintenance; he is fully familiar with SFWMD operations and requirements, as well as our regional flood control system, and local drainage districts and municipalities. Below are a few of Timothy's current licenses & certifications:

- General Contractor – State of Florida – CGC1519137
- Underground Utility & Excavation – State of Florida – CUC1223792
- Florida Department of Environmental Protection: Qualified Stormwater Erosion & Sedimentation Control Inspector #19521
- Irrigation Contractor – Martin County / Palm Beach County / St Lucie County / Indian River County / City of Fort Pierce / City of Port St Lucie
- Underground Utilities – Martin County / Palm Beach County / St Lucie County
- Landscape Contractor – Martin County / Palm Beach County
- Paver Contractor – Martin County / City of Stuart
- Pervious Concrete Technician – PCC021037
- Concrete Flatwork Technician - 1168758

Personal:

Timothy has been a resident of the Treasure Coast for over 35 years; now residing in Palm City for the past 20 years. Both of his daughters attended Martin County schools throughout their education. His oldest grandson is currently an 8th grade student at Hidden Oaks Middle School, and his granddaughter will attend Palm City Elementary next school year as a kindergartener.

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Margaret Fenton, Vice President/Contracts

3291 SE Lionel Terrace ◆ Stuart, FL 34997 ◆ (772) 260-0598 ◆ mfenton@sunshinelanddesign.com

Profile

Margaret (Magen) Fenton has worked in her family's business, Sunshine Land Design, Inc., since 1999. Through hard work and dedication she has become an integral part of Sunshine Land Design, Inc. and is now a shareholder and Vice President.

Skills Summary

- Estimating
- Project Management
- Scheduling
- Job Costing
- Report Preparation
- Computer Skills
- Marketing & Sales
- Accounting

Responsibilities as Contracts Administration/Vice President of Sunshine Land Design, Inc

- Provides management and direction to the operations and the administrative areas of Sunshine Land Design, Inc.
- Plans, coordinates and controls all estimating activities for Sunshine Land Design, Inc. to produce the maximum return on the business investment in compliance with plans and guidelines established by the President.
- Controls Operating and Labor costs through accurate Job Costing and Job Estimates ensuring that the pricing structure, for all services and materials, is competitive and that profitability is maintained.
- Liasion for IT Dept / Accounting Software
- Head of Accounts Receivable
- Company EEO Officer

Principal Duties as Contract Adminstration/Vice President of Sunshine Land Design, Inc

- Strives to meet the established company goals as presented by the President. Finalizes the estimate and or bid package through negotiations with Owners, or Construction Managers.
- Reviews Job Costing and Job Estimates in order to be competitive but to maintain profitability for each project and the company as a whole.
- Ensures the efficient and smooth coordination of all Operational areas of the company.
- Coordinates all permitting and licensing of Sunshine Land Design, Inc.
- Organizes project start-up; including establishing electronic and hard documentation processes, and obtaining legal information & documentation, per Construction Lien Law, Chapter 713, Part I, Florida Statutes.
- Provide responsible office person with "Sunshine State One Call of Florida" information.
- Ensure a pre-construction meeting is held with the Estimating Dept and Project manager and/or job foreman.
- Prepare pay applications and/or invoices on required forms and submit according to contract specifications.
- Responsible for acquiring bonding for jobs, if required.
- Meets regularly with President to ensure that he is properly informed on projects.

Professional Licenses and Certification

- State Certified General Contractor, License # CGC1518885
- Member of Treasure Coast Builders Association (TCBA)
- FDEP Certified Stormwater Erosion and Sedimentation Control Inspector
- Martin County LEADERship Class 24

Education Profile

- Indian River Community College — Stuart/Fort Pierce, FL
- South Fork High School — Stuart, FL

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LAND DESIGN

John Shakra, Project Manager/Certified Arborist

3291 SE Lionel Terrace ◆ Stuart, FL 34997 ◆ (772) 260-6044 ◆ jshakra@sunshinelanddesign.com

Profile

John Shakra has performed well and kept up with the quick pace of Sunshine Land Design. He manages environmentally sensitive projects for Sunshine. He is also account manager for some of our larger and more complex landscape installation & maintenance accounts and Mangages all Sand Renourishment jobs for Beaches and State Parks. John has a positive attitude, shows great responsibility and organizational skills. He currently manages over 65 qualified experienced employees.
With over thirty years of effectively managing and supervising employees, John shows excellent leadership abilities and organizational skills. Since starting at Sunshine Land Design, Inc. in 2012, he has been a great benefit to the company, improving the Maintenance Department by organizing a more efficient schedule and shaping great team players.

Skills Summary

- Project Management
- Professional Presentations
- Certified Arborist
- Scheduling
- Computer Skills
- Marketing & Sales
- Safety Management/Training
- Chemical Application
- Chemical Safety

Responsibilities as Project Manager of Sunshine Land Design, Inc.

- Makes decisions and solves problems.
- Maintains inventory of tools, equipment to ensure that enough supplies are available, and items are in usable condition.
- Monitor project activities to ensure that instructions are followed, deadlines are met, and schedules are maintained.
- Maintains repair reports and executes maintenance schedules on a timely basis.
- Maintains company documents, completes and submits daily.
- Completes work assignments in a timely, efficient, accurate and safe fashion.
- Assuring the satisfaction of each customer.
- Maintain knowledge of equipment, chemicals, fertilizers, and their application to safely perform job
- Maintains the ability to identify insect and diseases in plants, turf, and horticultural environment.
- Maintains the ability to identify Florida plants and different sod types.
- Coordination, implementation, and maintenance of our workplace safety program.

Principal Duties as Project Manager of Sunshine Land Design, Inc

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work schedule for the job site
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Train and motivate field employees.
- Maintain work site with proper maintenance methods and to dispose of all waste products properly.
- Assuring continued safety and health education and training is provided to all employees
- Assuring reviewal and updating of workplace safety rules

Professional Licenses and Certification

- International Society of Arboriculture, ISA Certified Arborist
- State of Florida, Department of Agriculture & Consumer Services, Bureau of Entomology & Pest Control – Commercial Landscape Maintenance Holder
- State of Florida, Department of Agriculture & Consumer Services, Bureau of Entomology & Pest Control – Limited Commercial Fertilizer Applicator Holder
- FDACS- Certified Pest Control Operator

SUNSHINE
LAND DESIGN

Experience Profile

◆ Jenkins Landscape	Hobe Sound, FL
◆ Loblolly Pines	Hobe Sound, FL
◆ Shakra Landscape	Jensen Beach, FL
◆ Royal Green Landscape Spraying	Jensen Beach, FL

SUNSHINE
LAND DESIGN

Judy Robinson, Project Superintendent

3291 SE Lionel Terrace ◆ Stuart, FL 34997 ◆ (772) 260-2837 ◆ jrobinson@sunshinelanddesign.com

Profile

Judy came to Sunshine Land Design in 2015 after operating her own successful lawn care company for ten years. She was interested in new challenges involving more extensive landscape installation projects as well as larger-scale landscape maintenance accounts. She has proved knowledgable in Florida landscape and shows high commitment to quality of service for clientele. She is an invaluable member of our team at Sunshine.

Skills Summary

- Project Management
- Professional Presentations
- Customer Service
- Scheduling
- Computer Skills
- Marketing & Sales
- Safety Management/Training
- Certified Horticulture Professional

Responsibilities as Project Superintendent of Sunshine Land Design, Inc.

- Makes decisions and solves problems.
- Maintains inventory of tools, equipment to ensure that sufficient supplies are available and items are in usable condition.
- Monitor project activities to ensure that instructions are followed, deadlines are met, and schedules are maintained.
- Maintains repair reports and executes maintenance schedules on a timely basis.
- Maintains company documents, completes and submits daily.
- Completes work assignments in a timely, efficient, accurate and safe fashion.
- Assuring the satisfaction of each customer.
- Maintain knowledge of equipment, chemicals, fertilizers, and their application to safely perform job
- Maintains the ability to identify insect and diseases in plants, turf, and horticultural environment.
- Maintains the ability to identify Florida plants and different sod types.
- Ensures that all safety policies and procedures are being followed by all reporting personnel.
- Ensure that all daily work logs are filled out properly and all labor hours have been recorded properly.
- Ensure that project site is maintained on a daily basis and the site is clean at the end of each work day.
- Ensure that personal industry knowledge is current to the needs of the business.

Principal Duties as Project Superintendent of Sunshine Land Design, Inc

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work flow schedule for the project site.
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Train and motivate field employees.
- Maintain work site with proper maintenance methods and to dispose of all waste products properly.
- Resolve any customer complaints/issues arising on the project site, within company guidelines.
- Completion of any and all change orders forwarding the paperwork to the office.
- To train project site personnel in all areas of his/her responsibility.
- Record all man hours in order to ensure proper hours are recorded in payroll.
- Ensure Safe operation of heavy equipment on project site.

Professional Licenses and Certification

- Florida Nursery, Growers & Landscape Associateion (FNGLA) Certified Horticulture Professional (FCHP) H99 10736

Experience Profile

- Earthly Paradise Lawn Care, Inc. (owner/operator) Hobe Sound, FL

SUNSLAN-03 KJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: info@rvjohnson.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	INSURER A : Southern Owners Insurance	10190
	INSURER B : Progressive Express Ins Co	02962
	INSURER C : StarStone National Ins Co. Harborside Financial Ctr	
	INSURER D : Bridgefield Employers Ins.	10701
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			72436125	7/30/2020	7/30/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			02416933-0	7/25/2020	7/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			I70854202ALI	7/30/2020	7/30/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 10,000							$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		830-56011	11/1/2020	11/1/2021	PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly Johnson

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FENTON, MARGARET HELEN

SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

LICENSE NUMBER: CGC1518885

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

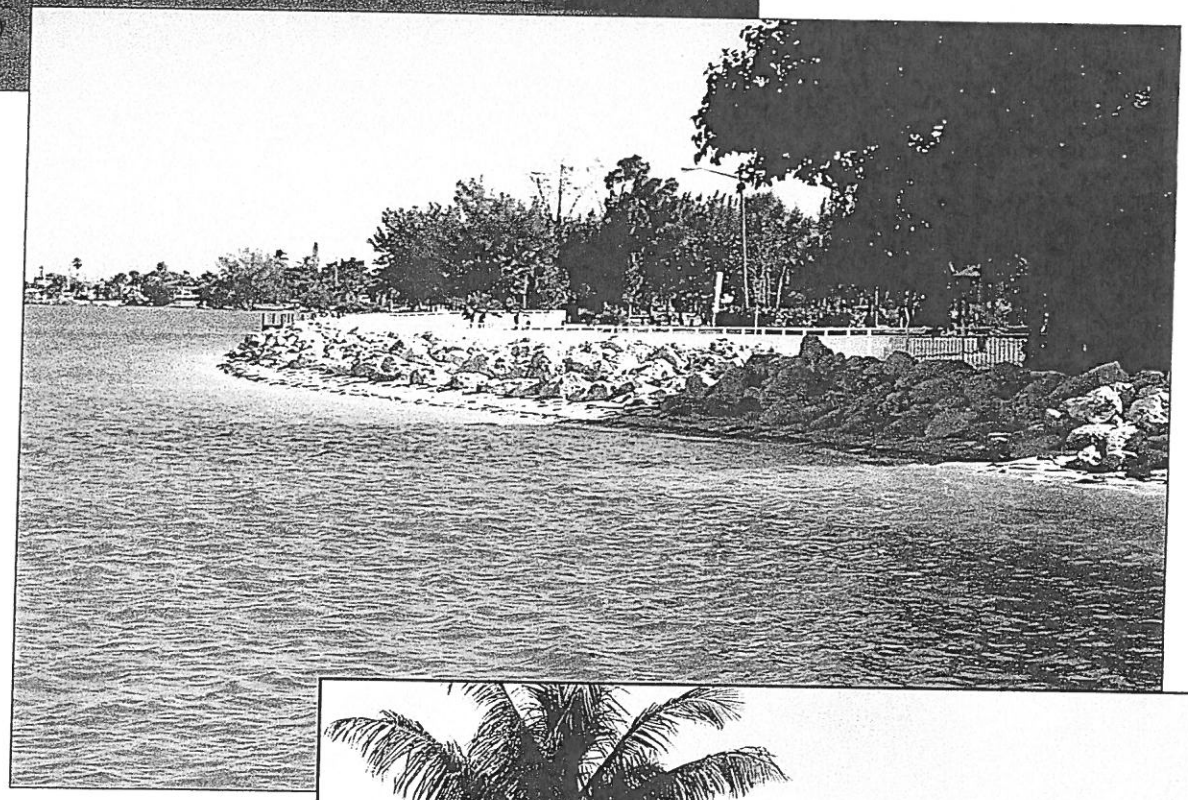
Do not alter this document in any form.

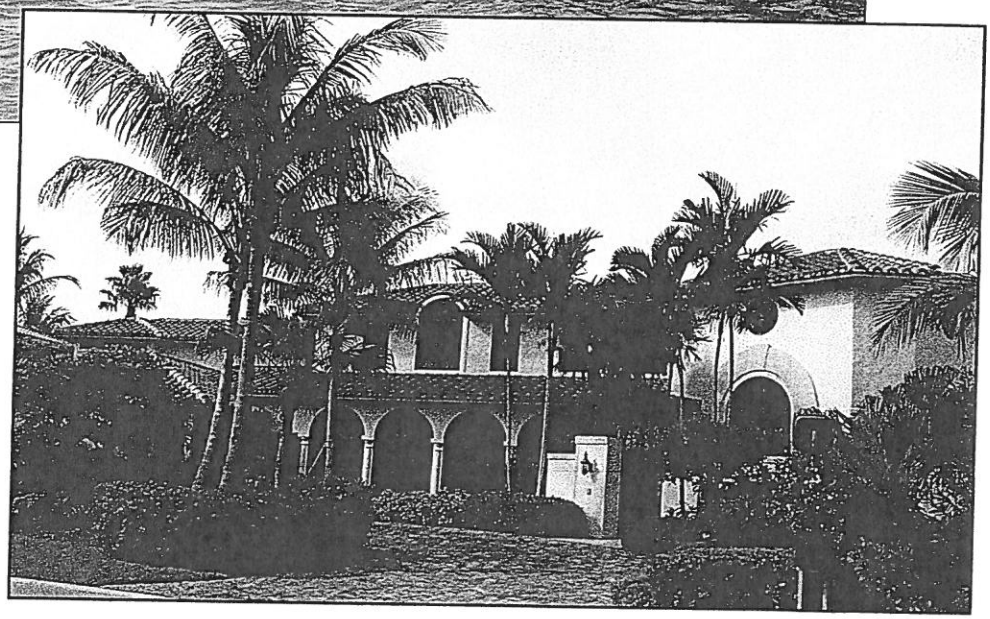
This is your license. It is unlawful for anyone other than the licensee to use this document.



For all your landscaping needs:

- Earthwork
- Erosion Control
- Landscape Mainteance
  Irrigation Systems
- Paver Patios, Walkways & Driveways
- Road Work , Underground Utilities and Drainage





SUNSHINE
LAND DESIGN
COMPLETE PROPERTY MAINTENANCE
RESTORATION & CONSTRUCTION SERVICES

3291 SE Lionel Terrace
Staurt, FL. 34997
Phone: 772-283-2648
Fax: 772-283-8944

EXHIBIT C

PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: SUNSHINE LAND DESIGN, INC

2. PRIMARY OFFICE ADDRESS: 3291 SE LIONEL TERRACE STUART, FLORIDA 34997

3. TELEPHONE NUMBER: 772-283-2648

4. EMAIL: MFENTON@SUNSHINELANDDESIGN, INC

5. CONTACT PERSON: MARGARET FENTON

6. FEDERAL ID# OR SSN: 59-2712892

By submitting a proposal, the firm warrants, represents, certifies, and declares that:

A. The firm acknowledges receipt and review of Addenda Nos.: NONE ISSUED .

B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.

C. The firm understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.

D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.

F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.

G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.

H. The firm has made a full examination of the site and is familiar with the site conditions that may impact its performance.

I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.

J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.

K. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

AUTHORIZED SIGNATURE

VICE PRESIDENT

TITLE

MARGARET FENTON

PRINT NAME

11.30.20

DATE

EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

SUNSHINE LAND DESIGN, INC

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

MARGARET FENTON

NAME (PRINT OR TYPE)

VICE PRESIDENT

TITLE, IF A COMPANY

EXHIBIT E

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of SUNSHINE LAND DESIGN, INC, I certify that SUNSHINE LAND DESIGN, INC complies fully with the above requirements.

Authorized Representative's Signature

11.30.20
Date

MARGARET FENTON
Name:

VICE PRESIDENT
Position:

EXHIBIT F

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, MARGARET FENTON, on behalf of SUNSHINE LAND DESIGN, INC (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____ Date: NOVEMBER 30 2020

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was sworn to (or affirmed) and subscribed before this 30 day of NOVEMBER, 20 20, by MARGARET FENTON, who is the VICE PRESIDENT of SUNSHINE LAND DESIGN, INC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary Cathy Bush
My Commission expires: _____

CATHY BUSH
Commission # GG 918508
Expires February 1, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT G

STATE OF FLORIDA
E-VERIFY

Contract No: RFP NO. 2020-10
Financial Project No(s): _____
Project Description: LANDSCAPE MAINTENANCE SERVICES

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: SUNSHINE LAND DESIGN, INC

Authorized Signature: _____

Title: VICE PRESIDENT Date: 11.30.20

EXHIBIT H

PROPOSAL COST SHEET

Provide an annual fee for the provision of the Scope of Services (Exhibit A) to the Town:

$85,000.00 annual fee

COPY 1 OF 4

REQUEST FOR PROPOSALS (RFP)

LANDSCAPE MAINTENANCE SERVICES

RFP NO. 2020-10

October 20, 2020

Town of Sewall's Point
One South Sewall's Point Road
Sewall's Point, FL 34996
(772) 287-2455

LEGAL NOTICE

The Town of Sewall's Point (the "Town") is soliciting written proposals from landscaping firms/individuals (collectively hereinafter referred to as "firm" or "firms") interested in performing landscape maintenance services for the Town. Interested firms may pick up or request a copy of the Request for Proposal (RFP) from the Town Clerk at Town Hall, One South Sewall's Point Road, Sewall's Point, Florida 34996 or by telephone at 772-287-2455 ext 14 or by email at AStoncius@sewallspoint.org. **RFP packages shall be submitted to the Town on or before 3 p.m. on November 30, 2020.** Sealed envelopes should be marked as follows: **RESPONSE TO TOWN OF SEWALL'S POINT RFP REGARDING LANDSCAPE MAINTENANCE SERVICES**. No responses will be accepted after that time.

Selection will be in accordance with the RFP, the Town's Purchasing Code and policies, and all applicable federal, state, and local requirements. The Town Manager or an Evaluation Committee shall evaluate the proposals submitted by the firms using criteria as outlined in the RFP and recommend the firm that offers the most advantageous opportunity to the Town Commission. The Town Commission will select the firm that offers the Town the most advantageous opportunity. The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to Michelle Berger, Town Manager, 1 South Sewall's Point Road, Sewall's Point, Florida 34996; email MBerger@sewallspoint.org.

Dated: October 20, 2020 **Town of Sewall's Point**

Published: Stuart News

I. GENERAL TERMS AND CONDITIONS

1.0 Scope of Services

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the maintenance required. The scope of services is anticipated to include but not be limited to landscape maintenance services as described in **Exhibit A** which is attached hereto and incorporated herein by this reference. There is no guarantee of a minimum amount of work under any resulting contract. These tasks are not to be construed as a complete statement of all duties to be performed. The awarded contractor ("Contractor") may be required to perform other job-related duties as required. All services shall be performed and completed in compliance with all applicable codes, laws, rules, and regulations governing these services. The firm shall have all proper licenses and permits as required by law.

2.0 No Oral Interpretations of the RFP; Reviewing RFP; Addenda

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. By submitting proposals, a firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than **3 p.m. on October 29, 2020**, each firm shall deliver to the Town all of the firm's questions concerning the intent, meaning and interpretation of this RFP. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm's questions may be delivered to the Town by hand-delivery, mail or e-mail but all such submittals shall be in writing and addressed to:

Town of Sewall's Point
Michelle Berger, Town Manager
1 South Sewall's Point Road
Sewall's Point, Florida 34996

If revisions to this RFP become necessary, the Town will issue written addenda. The Town will endeavor to make sure all participating firms receive such addendum by posting the addendum on the Town's website (www.sewallspoint.org); however, it is the sole responsibility of every firm to verify with the Town whether any addendum has been issued prior to submitting sealed proposals. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit I.** The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect proposals submitted in response to this RFP.

3.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFP.

Advertisement: **October 22, 2020**
Deadline for Written Questions: **October 29, 2020**
Proposals Due Date: **November 30, 2020**
Evaluation Committee Meeting: **December 1, 2020**
Town Commission Approval: **December 15, 2020**

Any Town Commission or Evaluation Committee meetings will be held at Town Hall, 1 S. Sewall's Point Road, Sewall's Point, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Commission and Evaluation Committee meetings.

4.0 Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right.

5.0 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFP and the work to be performed under the Contract. A firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

6.0 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If any firm believes its proposal contains exempt or confidential information, the firm must identify the same at the time of the submission of the proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

7.0 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more proposals that are equal with respect to price, quality, and service, the Town may give preference to the proposal received from a business that completes the attached DFW form, see **Exhibit E**, and certifies it is a DFW.

8.0 Communications

Firms interested in submitting a response to this RFP agree not to contact or "lobby" Town Commission members or any employee or agent of the Town at any time during the solicitation period and selection process, with the exception of directing questions/requests for clarification through the Town Manager. Any other contact with the Town in this matter will be considered inappropriate and subject the response to rejection/disqualification.

9.0 Prohibition on Scrutinized Companies
As provided in F.S. 287.135(2)(a), by submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The firm shall complete the attached Scrutinized Companies Certification Form which is attached here as **Exhibit F.**

10.0 Cost of Proposal Preparation
The firm assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Town shall not be liable for any expenses incurred by the firm when responding to this RFP, including but not limited to the cost of making presentations to the Town.

11.0 Implied Requirements
Products and services not specifically mentioned in this RFP but which are necessary to provide the services described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

12.0 Proposal of Additional Services
If a firm indicates, or the Town requests, an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract by amendment thereto signed by both parties.

13.0 Protest Procedures
Firms may protest in accordance with the Town's Code of Ordinances, section 2-263(j).

14.0 Non-collusion
The firm certifies, through the submittal of its proposal, that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

15.0 Code of Ethics; Conflict of Interest
This RFP is subject to the State of Florida Code of Ethics and the Town of Sewall's Point Standards of Conduct Procurement Policy. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit D.**

16.0 Insurance
Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has

obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the "Town of Sewall's Point, its commissioners, employees, agents and affiliates" as an "Additional Insured".

The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the selected firm for any and all claims under any resulting contract. It shall be the responsibility of the selected firm to ensure that all subcontractors comply with the same insurance requirements herein.

17.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for

consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving responses, may accept or reject any or all responses, may accept responses which deviate from the non-material provisions of this RFP, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting a proposal in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of a proposal, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the firm, including the firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to any proposal made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of award, or in any withdrawal, postponement or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors. Any proposal which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

18.0 Public Entity Crimes

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.0 Litigation concerning RFP and Resulting Contract

By submitting a Proposal, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting contract shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this ITB or the Agreement shall be the state and federal courts in and for Martin County, Florida.

II. PROPOSAL, SELECTION, AND AWARD INFORMATION

1.0 Proposal Format and Information

The proposal should address and include the following items:

- Summary of the firm/personnel's experience and qualifications relating to similar local municipal or large HOA or other similar landscape maintenance services;
- Statement regarding vision/mission/overall business policies, marketplace position and identity.
- Specific types of landscape maintenance projects and work performed with a focus on work that would be similar to this Town contract.

- Identify the project superintendent/supervisor and those personnel assigned to this maintenance services including the location of the office.
- Contact information for at least three (3) references (current/recent clients preferred), providing name, address, phone and email of references.
- Proposal Cost Sheet (see **Exhibit H**).
- Include the following documents (completed and signed where appropriate): Checklist (see **Exhibit B**), Proposal Submittal and Acknowledgment Form (**Exhibit C**), Conflict of Interest Form (see **Exhibit D**), Drug Free Workplace Form (see **Exhibit E**), Scrutinized Companies Certification (see **Exhibit F**), and E-Verify Form (see **Exhibit G**).
- Copy of required licenses to perform work hereunder.

Each firm shall submit one (1) original, four (4) copies, and one (1) electronic copy of their proposal, in a clear, concise format, on 8 ½ X 11 paper. Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.** Only one proposal may be submitted by each firm. **RFP packages shall be submitted to the Town on or before 3 p.m. on November 30th, 2020.**

2.0 Proposal Evaluation, Selection and Award

The Town Manager or a Selection Committee will evaluate the proposals in order to prepare a recommendation to the Town Commission for the selection of the top-ranked firm and award of a resulting contract. The selection of a firm with whom to contract shall be based on the most advantageous opportunity for the Town using the following criteria:

a. Qualifications (max 30 points);
b. Skill and experience based on reference verifications and past similar experience (max 30 points);
c. Amount of Proposal Cost Sheet (**Exhibit H**) (max 25 points); and
d. Adherence to specifications and requirements of the RFP (max 15 points).

The Town Commission has the ultimate authority to make an award to the firm whom it determines in its sole discretion offers the most advantageous opportunity to the Town, or to reject all proposals, cancel the RFP and/or re-issue the RFP, and take such further action as is deemed appropriate in the sole discretion of the Town Commission.

3.0 Contract

The successful firm shall be required to enter into a formal written contract with the Town which will include its standard terms and conditions. This RFP shall be incorporated into the contract. The Town reserves the right to delete or amend any of the services as listed and described in this RFP. The resulting contract shall be for a period of three (3) years with the option to renew for two (2) additional two (2) year periods. Option to renew is at the sole discretion of the Town. Any renewal will be subject to appropriation of funds by the Town and the terms and conditions of this RFP.

EXHIBIT A

SCOPE OF SERVICES

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the services required. The scope of services is anticipated to include but not be limited to the following landscape maintenance services:

1. **Subject Property.**

   a. **Town Hall Properties**: Highest level of services required in all categories.
      i. Town Hall
      ii. Town Commons Park
      iii. A1A Beautification Project
      iv. "Pedway" from Town Hall to Tuscan along South Sewall's Point Road (SSPR)
      v. Homewood Park
      vi. Preserve Area Maintenance – East side of North Sewall's Point Road
      vii. Lantana Park

   b. **Traffic Islands**: Service needs vary based on property conditions (e.g., where there is turf, it should be mowed; where there are plantings, irrigation and/or mulch, they should be maintained; weeding is required; fertilization is on an as needed basis).
      i. West High point & SRR (vine)
      ii. Mandalay West
      iii. Mandalay midpoint
      iv. Palm Road & South River Road (east)
      v. Palm Road & South River Road protected Tree
      vi. Ridgeland western terminus
      vii. Indialucie Median 1
      viii. Indialucie Median 2

   c. **"Pocket Parks"/Stormwater Retention Properties**: High level of service is required for these properties, based on their usage as "pocket parks" and/or stormwater retention areas (e.g., where there are plantings, irrigation and/or mulch, they must be maintained; weeding is required; fertilization is on an as needed basis).
      i. Indialucie Retention
      ii. Quail Run Dry Detention
      iii. Heritage Way Dry Detention
      iv. Homewood park
      v. Ridgeview Dry Detention (at SSPR)
      vi. Rio Vista Dry Detention (Lantana Lane)
      vii. Lot across from Marguerita (east side of SSPR)

   d. **Rights-of-Way**: These areas required basic maintenance (e.g., mowing where there is turf, weed and trash management, trimming for safety and line-of-sight, management for general appearance). Most of these properties are rights-of-way fronting undeveloped lots and require Town maintenance.
      i. SSPR (both sides) from A1A to High Point area
      ii. North Sewall's Point Road (west side only) from A1A north to the northern end of Indialucie Subdivision

iii. Copaire Road
iv. East side of SSPR from Mandalay to 140 SSPR
v. Bridge to Archipelago
vi. ROW fronting vacant lot at 20 Middle Road
vii. ROW fronting vacant lot at 16 Middle Road
viii. ROW fronting vacant lot at 15 East High Point Road
ix. ROW fronting vacant lot at 15 Mandalay Road
x. Eastern side of SSPR from 173 SSPR to Mandalay Island Road Bridge
xi. ROW fronting vacant lot at south of 137 South River Road
xii. ROW fronting vacant lot at 131 South River Road
xiii. ROW fronting vacant lot at 114 South River Road
xiv. ROW fronting vacant lot at 3 Pineapple Road
xv. ROW fronting vacant lot at south and east intersection of Pineapple and SSPR
xvi. ROW fronting vacant lot at 108 South River Road
xvii. ROW fronting vacant lot at SSPR and Heron's Nest
xviii. Lantana Lane up to 22 (4 vacant lots ++)
xix. ROW adjacent to vacant lost across from 91 to 95 SSPR on east side
xx. ROW fronting vacant lot on Morgan Circle
xxi. ROW across from vacant lots at 80 SSPR
xxii. From 55 SSPR to Via Lucindia
xxiii. ROW fronting corner vacant lot at Ridgeland and South River Road
xxiv. Both sides of road at 49 and 51 SSPR
xxv. ROW fronting vacant lot across from 41 South River Road
xxvi. ROW fronting vacant lot at 104 Hillcrest
xxvii. ROW fronting vacant lot at 36 SSPR
xxviii. ROW fronting vacant lot at 30 SSPR (both sides)
xxix. ROW fronting vacant lot at 19 SSPR (gap in pedway)
xxx. Trimming along SSPR (west side) from Town hall to Miramar

2. **Services and Standards.**

a. **Minimum Services**: The following services shall be provided at a level of service necessary to establish and maintain a high municipal standard of care. Any stated service levels shall be deemed to be the minimum level of service required and shall include the following:

i. Mowing (minimum twice monthly; weekly May – October);
ii. Pruning, trimming, edging, weeding;
iii. Fertilization and pest control; and
iv. Irrigation maintenance and controls, where irrigation exists as of the date hereof.

b. **Minimum Standards**: The following standards shall be required; provided, however, that the Contractor shall use his/her experience and expertise to ensure that the high municipal standard required by this RFP is met. For every task, resulting debris shall be cleaned up and removed, with walkways, driveways and rights-of-way cleaned of debris from all maintenance operations.

i. **Turf Mowing**

(1) The existing turf areas shall be mowed on a regular basis.
(2) The cutting height shall be adjusted so as to retard weak growth and help build healthy turn top and root.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.
(4) Retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures.
(5) Bagging and/or raking shall be done when excessive grass clippings are present.

ii. **Turf Edging**

(1) Hard surfaces (driveways, walkways, sidewalks, parking lots, curbing, headers, retaining walls, etc.) shall be edged with a mechanical blade edger per visit.
(2) Beds and tree rings shall be edged each visit to prevent encroachment from turf and other adjacent materials.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.

iii. **Ground Cover, Shrub and Tree Trimming**

(1) Pruning and shaping of palm trees shall be provided as needed without additional surcharge. Hardwood trees within rights-of-way shall be pruned only with specific permission of the Town Manager and shall be paid for by separate bid.
(2) All dead wood shall be pruned out of trees under eight feet in height, all shrubs and groundcover.
(3) All shrubs and groundcovers shall be shaped so as to maximize visual beauty.
(4) All flowering species shall be trimmed so that maximum flowering is obtained.

iv. **Weed and Pest Control**

(1) Weeds in beds, tree rings, and pavement cracks shall be controlled both manually and chemically on an as-needed basis.
(2) Weeds in beds or mulched areas will be removed weekly mechanically or by hand.
(3) Weeds in paved areas will be controlled with string trimmers.
(4) Only products that are environmentally safe will be used.
(5) Mulching shall be replaced at least annually and more often, as needed, with the cost of materials (only) to be paid by the Town with prior approval before purchase.
(6) All turf, shrubs, ornamentals and groundcovers shall be monitored for pests, disease, and nutrient problems with findings identified and reported to the Town in a timely manner.
(7) Contractor shall practice Integrated Pest Management to control insects, diseases and weeds on and around perennials, groundcovers, shrubs, vines, and trees. This will include weekly monitoring and spot treatment as necessary using the least toxic methods as accepted by the Town.

v. **Fertilization**: All fertilizers must comply with current guidelines recommended by the University of Florida, IFAS and comply with the

ordinances of the Town. The following are minimum fertilization requirements:

(1) All turf areas shall be fertilized at least four (4) times per year in a manner compliant with local regulations and using materials that are environmentally safe.

(2) Ornamental shrubs and trees planted less than five (5) years shall be fertilized three (3) times per year. Shrubs and trees more than five (5) years old in the landscape shall be fertilized twice a year. Shrubs and trees in lawn areas exposed to lawn fertilizations will not be supplementally fertilized.

(3) Mature palms should receive a complete, granular fertilizer formulated for palms four (4) times per year at a rate of six (6) pounds per application. Palms under eight (8) feet in height should receive 2-5 pounds per application four (4) times per year.

vi. **Irrigation**: Contractor shall inspect and test all components and zones in all Town irrigation systems monthly and shall reset zone times according to the seasonal changes. Minor adjustments and repairs, including but not limited to, head/emitter cleaning/replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor without additional charge. Significant repairs or system services will be charged at an hourly rate plus parts, with prior approval by the Town Manager.

vii. **Plant Maintenance**: Contractor shall replace all dead plants on a work order basis, with labor and material costs approved in writing by the Town prior to installation or purchase.

3. **Safety, Staff and Damages.**

a. Contractor will provide an adequate number of qualified and well-trained personnel for the timely performance of the Services to the Town. Such personnel shall be uniformed with the company name displayed and easily identifiable. The personnel will maintain a clean, professional appearance and conduct themselves in a professional manner at all times.

b. Contractor shall at all times enforce strict discipline and good behavior among its employees and shall take steps necessary to ensure that they are familiar with and abide by all safety and other rules.

c. Contractor will be responsible for damages caused by its personnel, machinery or any other equipment used by the Contractor. The Contractor shall notify the Town immediately of any damage to irrigation systems, structures, signs and/or any plant material.

d. All equipment necessary to mow, prune, edge, trim, or otherwise perform all Services shall be kept clean, sharpened and in excellent operating condition.

4. **General Specifications.**

a. Contractor is not liable for:

i. Death or decline of plant materials due to improper selection, placement, planting or maintenance implemented before this contract.

ii. Damage due to improper irrigation components in existence at the time of contract execution.
iii. Flooding, storm or wind damage.
iv. Damage due to vandalism.

b. The Contractor shall cooperate fully with the Town in the rendition of the services at the said premise.

c. The Contractor shall notify the Town of any irregularities that may occur when Contractor's personnel are on the premises.

d. This RFP is for existing landscaping. Significant changes, renovations or additional landscape designs are not included.

e. With no cost to the Town and upon notification by the Town, the Contract will replace dead or dying plants, shrubs, trees, groundcover, grass, etc. that has died or declined during the Contractor's performance of the Services unless exempted in paragraph 1.3 a. above.

f. The Contractor shall be held responsible to perform inspections of all work completed by their personnel to ensure adherence to the specifications and other requirements set forth in this Scope of Services.

g. The Contractor shall be responsible to police the areas for paper, debris and trash. Areas are to be policed and free of paper, debris and trash prior to mowing. The Contractor shall provide for the prompt removal of all debris from Town property. The Town may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property caused by the Contractor.

h. The Contractor agrees that during and after a public emergency, disaster, hurricane, flood, or other acts of God, the Town will be given first priority for all goods and services under the resulting contract. The Contractor shall furnish a 24-hour phone number to the Town in the event of an emergency.

i. The Contractor shall at all times guard against damage and loss to the Town's property and to its own property and shall be held responsible for replacing or repairing any such loss or damage. When reasonably necessary, the Contractor will provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Town, State of Florida, OSHA, and other applicable safety regulations are met.

EXHIBIT B

CONSULTANT CHECKLIST

Note:

1) This Exhibit must be included in RFP.
2) RFP Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

✓	Copy of this Checklist (Exhibit B)
✓	References and other Information requested in Proposal Format and Info (Section II, Paragraph 1.0) (e.g., qualifications, past similar experience, etc.)
✓	Proof of Licenses
✓	Proposal Submittal Form and Acknowledgment (Exhibit C)
✓	Conflict of Interest Statement (Exhibit D)
✓	Drug Free Workplace form (Exhibit E)
✓	Scrutinized Companies Certification (Exhibit F)
✓	E-Verify Form (Exhibit G)
✓	Proposal Cost Sheet (Exhibit H)

EXHIBIT C

PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: Grass Roots Complete

2. PRIMARY OFFICE ADDRESS: 2775 Burris Road STE 7B
Davie, FL 33314

3. TELEPHONE NUMBER: 954-970-5252

4. EMAIL: sales@grcservices.com

5. CONTACT PERSON: Shawn Waters

6. FEDERAL ID# OR SSN: 82-4256184

By submitting a proposal, the firm warrants, represents, certifies, and declares that:

A. The firm acknowledges receipt and review of Addenda Nos.: N/A.

B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.

C. The firm understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.

D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.

F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.

G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.

H. The firm has made a full examination of the site and is familiar with the site conditions that may impact its performance.

I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.

J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.

K. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

AUTHORIZED SIGNATURE

Director

TITLE

Daniel Goldstein

PRINT NAME

11/23/2020

DATE

EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Grass Roots Complete
COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

Daniel Goldstein
NAME (PRINT OR TYPE)

Director
TITLE, IF A COMPANY

EXHIBIT E

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Grass Roots Complete,
I certify that Grass Roots Complete complies fully with the above requirements.

Authorized Representative's Signature — Date: 11/23/2020

Daniel Goldstein — Name:

Director — Position:

EXHIBIT F

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, DANIEL GOLDSTEIN, on behalf of GRASS ROOTS COMPLETE (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____ Date: 11/10/2020

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed) and subscribed before this 10 day of NOVEMBER, 2020, by DANIEL GOLDSTEIN, who is the DIRECTOR of GRASS ROOTS COMPLETE, who is personally known to me or who has produced DR LIC. as identification.

MARILYN WATERS
Notary Public - State of Florida
Commission # GG 224760
My Comm. Expires Aug 30, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC
Printed Name of Notary Marilyn Waters
My Commission expires: 8/30/2022

EXHIBIT G

STATE OF FLORIDA
E-VERIFY

Contract No: RFQ NO 2020-10
Financial Project No(s): _____
Project Description: Landscape Maintenence Services

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Grass Roots Complete

Authorized Signature: _____

Title: Director Date: 11/23/2020

EXHIBIT H

PROPOSAL COST SHEET

Provide an annual fee for the provision of the Scope of Services (Exhibit A) to the Town:

$ 27,973.00 **annual fee**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: GRASS ROOTS COMPLETE LLC

Receipt #: 324-289561
Business Type: LAWN MAINTENANCE/LANDSCAPE

Owner Name: WILLIAM GOLDSTEIN
Business Location: 10821 HAWKS VISTA ST
PLANTATION
Business Phone:

Business Opened: 03/12/2018
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GRASS ROOTS COMPLETE LLC
10821 HAWKS VISTA ST
PLANTATION, FL 33344

Receipt #WWW-19-00202257
Paid 08/06/2020 33.00

2020 - 2021

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Business Phone:

Business Opened: 03/12/2018
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt #WWW-19-00202257
Paid 08/06/2020 33.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: GRASS ROOTS COMPLETE LLC

Receipt #: 189C-290665
Business Type: TREE TRIMMING/TREE MAINTENANCE

Owner Name: DANIEL GOLDSTEIN
Business Location: 10821 HAWKS VISTA ST
PLANTATION
Business Phone:

Business Opened: 05/04/2018
State/County/Cert/Reg: A-1557
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GRASS ROOTS COMPLETE LLC
10821 HAWKS VISTA ST
PLANTATION, FL 33324

Receipt #WWW-19-00202257
Paid 08/06/2020 27.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: GRASS ROOTS COMPLETE LLC

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Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-19-00202257
Paid 08/06/2020 27.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: GRASS ROOTS COMPLETE LLC

Receipt #: 189-302894
Business Type: ALL OTHER TYPES CONTRACTOR (IRRIGATION CTR)

Owner Name: DANIEL GOLDSTEIN
Business Location: 2775 BURRIS RD STE 7B DAVIE
Business Phone: 9549705252

Business Opened: 02/01/2018
State/County/Cert/Reg: SCC131152068
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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WHEN VALIDATED

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Mailing Address:

GRASS ROOTS COMPLETE LLC
2775 BURRIS RD STE 7B
DAVIE, FL 33314

Receipt #WWW-19-00202257
Paid 08/06/2020 27.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
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		10		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-19-00202257
Paid 08/06/2020 27.00

July 28, 2020

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:

   - A copy of the company's Broward County Tree Trimmer license
   - Proof of the company's current insurance coverage
   - At least one person should possess a current Tree Trimmer training card. Current training cards reflect that training was completed within
   - the past two (2) years
   - Picture identification issued by a government entity or agency

2. At least one trained person must be available at every work site where tree trimming is being carried out.

3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.

4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.

5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Saftey and Health Act of 1970 (OSHA).

6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.

7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

BROWARD COUNTY FLORIDA CLASS A

TREE TRIMMER LICENSE

A- 1557 08/31/2022

GRASSROOTS COMPLETE LLC
2775 BURRIS RD #7B
DAVIE FL 33314

TRAINED EMPLOYEE - DANIEL GOLDSTEIN

Grass Roots Complete LLC
2775 BURRIS RD. #7B
DAVIE, FL 33314

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Daniel Goldstein

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Kevin Martlage
Director of Credentialing
International Society of Arboriculture

Caitlyn Pollihan
Executive Director
International Society of Arboriculture

ANSI ACCREDITED

#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

FL-9414A	29 Oct 2018	31 Dec 2021
Certification Number	Certified Since	Expiration Date

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB293126

GRASS ROOTS COMPLETE LLC

2775 BURRIS RD, TAMARAC, FL 33321

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending December 31, 2020 as prescribed by Law.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Issue Date: December 10, 2019

FDACS 13618, 06/01

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDSTEIN, DANIEL SAM

GRASS ROOTS COMPLETE LLC
2775 BURRIS RD STE 7B
DAVIE FL 33314

LICENSE NUMBER: SCC131152068

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2775 Burris Road Suite 7B, Davie Florida 33314
Phone: (954) 970-5252/ Fax: (954) 970-5276

Team Experience:

Pepe Castillo	Irrigation Manager	20 Years
Joel Cairns	Trees	25 Years
Manny Uolla	Operations	15 Years
Shawn Waters	General Manager	30 Years
Katie De Jesus	Offige Mgr	
Joe Gerardi	Office Mgr	
Darren Frost	Pest Control	25 Years
Henry Mims	Trees OPS	15 Years
Daniel Goldstein	Director	20 Years
Deon Botha	Owner	20 Years

Grass Roots Complete, LLC

Landscaping Contract References

Restore Construction
15645 Collins Ave. N
Miami Beach, FL 33160
(954) 985-5353

Beresford
350 South Ocean Blvd
Boca Raton, FL 33432
(561) 368-7444

Cristelle Condominium
1700 S Ocean Blvd
Lauderdale by the Sea, FL 33062
(954) 785-6141

Barron Development
2890 Marina Mile Blvd
Fort Lauderdale, FL 33312

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara Garcia	
Marlins Insurance Inc. 850 SW 40 Ave. Plantation FL 33317	PHONE (A/C, No, Ext): (954) 587-7850	FAX (A/C, No): (954) 587-7778
	E-MAIL ADDRESS: marlinsii@aol.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Grass Roots Complete LLC 2775 Burris Rd Ste 7B Davie FL 33314	INSURER A: Northfield Insurance Company	
	INSURER B: Infinity Assurance Insurance Company	
	INSURER C: Nautilus Insurance Company	
	INSURER D: Travelers	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WS394157	02/19/2020	02/19/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			509-07800-4798-002	05/18/2020	05/18/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN081852	02/19/2020	02/19/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
							PR/Comp OPS AGG	$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6G453017	02/16/2020	02/16/2021	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape Gardening, Lawn Care, Tree pruning, dusting, spraying, repairing, trimming or fumigating

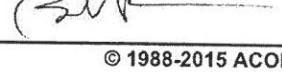
CERTIFICATE HOLDER

Town of Sewell's Point
One South Seawell's Point Road
Seawell's Point, FL 34996

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Grass Roots Complete, LLC

Landscaping Contract References

Restore Construction
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Miami Beach, FL 33160
(954) 985-5353

Beresford
350 South Ocean Blvd
Boca Raton, FL 33432
(561) 368-7444

Cristelle Condominium
1700 S Ocean Blvd
Lauderdale by the Sea, FL 33062
(954) 785-6141

Barron Development
2890 Marina Mile Blvd
Fort Lauderdale, FL 33312
954-249-4250 (Jim)

TOWN OF SEWALL'S POINT

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

FROM: **April Stoncius, Town Clerk**

SUBJECT: **2) Approval of Contract**
DATE: **Town Commission Regular, 2020-12-15**

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:
Manager's Memo Landscape Maintenance Contract RFP 2020-010.pdf Contract for Landscape Maintenance Services Manager's Memo Landscape Maintenance Contract RFP 2020-010.pdf

APPROVERS:

APPROVAL STATUS:

LAST UPDATED:
at

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **New Business: Landscape Maintenance Services Contract**

Commission Meeting Date: December 15, 2020

Town Commission Priority: Finance, Environment

Background

This contract is a response to the selection process for RFP 2020-010, to seek proposals for landscape maintenance services of the town property (inclusive of specific duties as outlined in the RFP).

Tasks Completed

Evaluation was conducted by Town Manager Berger and the Town Clerk monitored the process on December 1, 2020.

The Town Manager reviewed the submissions, qualifications and proposals and ranked them as follows:

1. Dennis M. Serafini's Complete Lawn Care, Inc. with 97 combined points
2. Sunshine Land Design, Inc. with 95 combined points
3. Grass Roots Complete (GRC) with 82 combined points

The results were placed on the bulletin board in front of Town Hall and on the Town's website. The ranking will be placed on the December 15, 2020 agenda for acceptance by the Commission prior to this vote.

The contract has been authored and approved by the Town Attorney.

Budget Impact

Landscape Maintenance line item has $45,000 budgeted for (519.46a) in FY 2020 – 2021. The proposal and contract for Dennis M. Serafini's Complete Lawn Care, Inc. is $38,520 and is within the budgeted amount.

Recommendation

Staff recommends approval.

TOWN OF SEWALL'S POINT
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract for Landscape Maintenance Services ("Contract") is made on the ____ day of _____, 2020, between the **Town of Sewall's Point**, a Florida municipal corporation ("Town") and **Dennis M. Serafini's Complete Lawn Care, Inc.**, a Florida corporation ("CONTRACTOR").

WHEREAS, the Town issued Request for Proposals (No. 2020-10) for "Landscape Maintenance Services" ("RFP") which is incorporated herein as if set forth in full; and

WHEREAS, the CONTRACTOR submitted its proposal in response to the RFP (the "Proposal") and such Proposal is incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFP to the CONTRACTOR based on CONTRACTOR's Proposal and experience to provide landscape maintenance services for the Town; and

WHEREAS, the Town finds making the award of the RFP to the CONTRACTOR as described herein offers the most advantageous opportunity to the Town and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

A. Services: The CONTRACTOR shall provide the Town with Landscape Maintenance Services as described in the RFP and as set forth in **Exhibit A** which is attached hereto and incorporated herein and ("Services"). The Services shall be provided in accordance with this Contract. The Town reserves the right to delete or amend any of the Services and a reasonable change in price shall be negotiated between the parties.

B. Additional Services: If the Town seeks to utilize the CONTRACTOR for any additional services, the Town and CONTRACTOR will meet and negotiate a reasonable fee for such services.

ARTICLE 2 - TERM OF CONTRACT

This Contract shall become effective upon approval by the Town Commission and execution by the Mayor and shall have an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods unless otherwise terminated as authorized under this Contract. Any option to renew must be approved in writing by both parties.

ARTICLE 3 – COMPENSATION

A. Payment: The annual cost of Services shall be Thirty-Eight Thousand and Five Hundred and Twenty dollars ($38,520.00). This annual cost shall be paid in equal monthly installments of Three Thousand Two Hundred and Ten Dollars ($3,210.00). The CONTRACTOR shall submit an invoice to the Town on or before the fifteenth (15th) of each month. The invoice shall be in a form approved by the Town.

B. Annual Appropriation: Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town. The parties acknowledge and agree that this Contract is subject to budgeting and

appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify CONTRACTOR of such occurrence and either the Town or CONTRACTOR may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than TWENTY-FOUR (24) HOURS after giving of such notice. Termination in accordance with this paragraph shall be without penalty or expense to the Town of any kind whatsoever and the Town shall pay CONTRACTOR for work performed in accordance with the terms of this Contract.

C. Taxes: The Town is exempt from the payment of Florida State Sales and Use Tax. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the CONTRACTOR authorized to use the Town's Tax Exemption Number in securing such materials.

ARTICLE 4 – SUSPENSION; TERMINATION

A. Suspension: The Town may, at any time without cause, order CONTRACTOR in writing to suspend, delay or interrupt its Services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONTRACTOR providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

B. Termination by Town for Contractor Default: If the Town's authorized representative deems that the CONTRACTOR is in default for failure to supply adequate personnel, or Services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONTRACTOR specifying the default(s) to be remedied within fifteen (15) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Town's representative, the Town may do one or all of the following: secure such Services from another contractor; withhold any money due or which may become due to the CONTRACTOR for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

C. Termination by Contractor for Town Default: This Contract may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the Town fails to cure same within that thirty (30) day period.

D. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONTRACTOR shall be compensated only for those Services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

ARTICLE 5 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONTRACTOR agrees to indemnify and hold harmless the Town, its commission members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Neither the CONTRACTOR nor the Town nor either party's suppliers, agents, officers, employees and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

B. Insurance: The CONTRACTOR shall not commence any Services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFP and such insurance has been approved by the Town. The "Town of Sewall's Point, its commissioners, employees, agents and affiliates" shall be named as an additional insured on all insurance except for Worker's Compensation Coverage. The CONTRACTOR shall require all subcontractors to obtain the same insurance as required herein and no subcontractor shall commence any Services under this Contract until the CONTRACTOR has obtained a copy of all subcontractor(s) proofs of insurance. The CONTRACTOR shall provide the Town with proof of all subcontractor's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFP. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONTRACTOR shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

ARTICLE 6 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONTRACTOR shall be sent to:

Dennis M. Serafini's Complete Lawn Care, Inc.
Attn.: Dennis M. Serafini, President
3375 S.E. Dixie Highway
Stuart, FL 34997

All notices to the Town shall be sent to:

Town of Sewall's Point
Attn: Michelle Berger, Town Manager
1 S. Sewall's Point Road
Sewall's Point, FL 34996.

ARTICLE 7 – GENERAL TERMS AND CONDITIONS

A. Account Records: The CONTRACTOR's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONTRACTOR's account for Services under this Contract, shall be open to Town's inspection and audit at the CONTRACTOR's office upon reasonable prior notice and during normal business hours. These records will be retained by the CONTRACTOR for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

B. Approval of Changes: The Town, through the Town Commission or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

C. Authorized Representative: Before starting work, the CONTRACTOR shall designate an authorized representative acceptable to the Town to represent and act for the CONTRACTOR and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONTRACTOR shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

D. Conflict of Interest: The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Town of Sewall's Point Standards of Conduct Procurement Policy, Code of Ordinances or as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance. The CONTRACTOR shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONTRACTOR. The Town agrees to notify the CONTRACTOR of its opinion within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the Town shall so

state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONTRACTOR under the terms of this Contract.

E. Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

F. Entire Agreement and Conflicts: This Contract, including the RFP (and all exhibits), the Proposal, the exhibits hereto, and any future amendments, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

G. E-Verify: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

H. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONTRACTOR or Town shall resume its performance as soon as is reasonably possible.

Upon the CONTRACTOR's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONTRACTOR'S failure to perform was without its or its subcontractors fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

I. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained

in such sections.

J. Nondiscrimination: The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation.

K. Personnel: The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONTRACTOR shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONTRACTOR shall comply with all applicable laws in the provision of services under this Contract. The CONTRACTOR agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the CONTRACTOR's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The CONTRACTOR shall take every necessary precaution to ensure the safety of the Town, public and other guests and invitees at or near the areas where Services are being accomplished. The Town reserves the right to request replacement of any of CONTRACTOR's personnel furnished by the CONTRACTOR upon written notice by Town to CONTRACTOR of the cause for such replacement. The CONTRACTOR shall comply with the Town's reasonable requests regarding the replacement of personnel. The Town reserves the right to pre-approve all subcontractors, if any, for any services performed under this Contract.

L. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

M. Public Entity Crimes; Discriminatory Vendor List: As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any service in furtherance thereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform under the terms and conditions of this Contract have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

CONTRACTOR acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity.

N. Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the Town to perform the service.

2. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the Town.

4. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONTRACTOR or keep and maintain public records required by the Town to perform the service. If the CONTRACTOR transfers all public records to the Town upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (772) 287-2445, ASTONCIUS@SEWALLSPOINT.ORG, or 1 SOUTH SEWALL'S POINT ROAD, SEWALL'S POINT, FL 34996.

O. Remedies; Governing Law and Venue:

(1) Generally: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(2) Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorney's fees.

(3) **Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Contract.**

(4) Governing Law and Venue: This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Martin County.

P. Representations/Binding Authority: By signing below, CONTRACTOR's signee represents that the CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract on behalf of the party for whom he/she is signing. By signing this Contract, CONTRACTOR's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

Q. Scrutinized Companies:

(1) By its representative's signature below, CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

(2) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(3) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals.

(4) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the Town of the same.

(5) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

R. Status as an Independent Contractor: The status of the CONTRACTOR under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONTRACTOR. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

S. Successors and Assigns: The Town and CONTRACTOR each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONTRACTOR shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONTRACTOR.

T. Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

U. Time of the Essence: Time is of the essence in the performance of this Contract. The CONTRACTOR shall at all times carry out its duties and responsibilities in accordance with the schedule requested by the Town, subject to delays in the schedule which are not the fault of CONTRACTOR or its subcontractors.

V. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

W. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Landscape Maintenance Services on the day and date first above written.

TOWN OF SEWALL'S POINT

By: _____
Kaija Mayfield, Mayor

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Town Attorney

CONTRACTOR:

DENNIS M. SERAFINI'S
COMPLETE LAWN CARE, INC.

[Corporate Seal
If Required]

By: _____
Dennis M. Serafini
President

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by **Dennis M. Serafini**, as **President of Dennis M. Serafini's Complete Lawn Care, Inc.**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

EXHIBIT A

SCOPE OF SERVICES

The CONTRACTOR will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the services required. The scope of services is anticipated to include but not be limited to the following landscape maintenance services:

1. **Subject Property**.

a. **Town Hall Properties**: Highest level of services required in all categories.
   i. Town Hall
   ii. Town Commons Park
   iii. A1A Beautification Project
   iv. "Pedway" from Town Hall to Tuscan along South Sewall's Point Road (SSPR)
   v. Homewood Park
   vi. Preserve Area Maintenance – East side of North Sewall's Point Road
   vii. Lantana Park

b. **Traffic Islands**: Service needs vary based on property conditions (e.g., where there is turf, it should be mowed; where there are plantings, irrigation and/or mulch, they should be maintained; weeding is required; fertilization is on an as needed basis).
   i. West High point & SRR (vine)
   ii. Mandalay West
   iii. Mandalay midpoint
   iv. Palm Road & South River Road (east)
   v. Palm Road & South River Road protected Tree
   vi. Ridgeland western terminus
   vii. Indialucie Median 1
   viii. Indialucie Median 2

c. **"Pocket Parks"/Stormwater Retention Properties**: High level of service is required for these properties, based on their usage as "pocket parks" and/or stormwater retention areas (e.g., where there are plantings, irrigation and/or mulch, they must be maintained; weeding is required; fertilization is on an as needed basis).
   i. Indialucie Retention
   ii. Quail Run Dry Detention
   iii. Heritage Way Dry Detention
   iv. Homewood park
   v. Ridgeview Dry Detention (at SSPR)
   vi. Rio Vista Dry Detention (Lantana Lane)
   vii. Lot across from Marguerita (east side of SSPR)

d. **Rights-of-Way**: These areas required basic maintenance (e.g., mowing where there is turf, weed and trash management, trimming for safety and line-of-sight, management for general appearance). Most of these properties are rights-of-way fronting undeveloped lots and require Town maintenance.
   i. SSPR (both sides) from A1A to High Point area
   ii. North Sewall's Point Road (west side only) from A1A north to the northern end of Indialucie Subdivision

iii. Copaire Road
iv. East side of SSPR from Mandalay to 140 SSPR
v. Bridge to Archipelago
vi. ROW fronting vacant lot at 20 Middle Road
vii. ROW fronting vacant lot at 16 Middle Road
viii. ROW fronting vacant lot at 15 East High Point Road
ix. ROW fronting vacant lot at 15 Mandalay Road
x. Eastern side of SSPR from 173 SSPR to Mandalay Island Road Bridge
xi. ROW fronting vacant lot at south of 137 South River Road
xii. ROW fronting vacant lot at 131 South River Road
xiii. ROW fronting vacant lot at 114 South River Road
xiv. ROW fronting vacant lot at 3 Pineapple Road
xv. ROW fronting vacant lot at south and east intersection of Pineapple and SSPR
xvi. ROW fronting vacant lot at 108 South River Road
xvii. ROW fronting vacant lot at SSPR and Heron's Nest
xviii. Lantana Lane up to 22 (4 vacant lots ++)
xix. ROW adjacent to vacant lost across from 91 to 95 SSPR on east side
xx. ROW fronting vacant lot on Morgan Circle
xxi. ROW across from vacant lots at 80 SSPR
xxii. From 55 SSPR to Via Lucindia
xxiii. ROW fronting corner vacant lot at Ridgeland and South River Road
xxiv. Both sides of road at 49 and 51 SSPR
xxv. ROW fronting vacant lot across from 41 South River Road
xxvi. ROW fronting vacant lot at 104 Hillcrest
xxvii. ROW fronting vacant lot at 36 SSPR
xxviii. ROW fronting vacant lot at 30 SSPR (both sides)
xxix. ROW fronting vacant lot at 19 SSPR (gap in pedway)
xxx. Trimming along SSPR (west side) from Town hall to Miramar

2. **Services and Standards**.

a. **Minimum Services**: The following services shall be provided at a level of service necessary to establish and maintain a high municipal standard of care. Any stated service levels shall be deemed to be the minimum level of service required and shall include the following:

i. Mowing (minimum twice monthly; weekly May – October);
ii. Pruning, trimming, edging, weeding;
iii. Fertilization and pest control; and
iv. Irrigation maintenance and controls, where irrigation exists as of the date hereof.

b. **Minimum Standards**: The following standards shall be required; provided, however, that the Contractor shall use his/her experience and expertise to ensure that the high municipal standard required by this RFP is met. For every task, resulting debris shall be cleaned up and removed, with walkways, driveways and rights-of-way cleaned of debris from all maintenance operations.

i. **Turf Mowing**
(1) The existing turf areas shall be mowed on a regular basis.

(2) The cutting height shall be adjusted so as to retard weak growth and help build healthy turn top and root.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.
(4) Retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures.
(5) Bagging and/or raking shall be done when excessive grass clippings are present.

ii. **Turf Edging**
(1) Hard surfaces (driveways, walkways, sidewalks, parking lots, curbing, headers, retaining walls, etc.) shall be edged with a mechanical blade edger per visit.
(2) Beds and tree rings shall be edged each visit to prevent encroachment from turf and other adjacent materials.
(3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.

iii. **Ground Cover, Shrub and Tree Trimming**
(1) Pruning and shaping of palm trees shall be provided as needed without additional surcharge. Hardwood trees within rights-of-way shall be pruned only with specific permission of the Town Manager and shall be paid for by separate bid.
(2) All dead wood shall be pruned out of trees under eight feet in height, all shrubs and groundcover.
(3) All shrubs and groundcovers shall be shaped so as to maximize visual beauty.
(4) All flowering species shall be trimmed so that maximum flowering is obtained.

iv. **Weed and Pest Control**
(1) Weeds in beds, tree rings, and pavement cracks shall be controlled both manually and chemically on an as-needed basis.
(2) Weeds in beds or mulched areas will be removed weekly mechanically or by hand.
(3) Weeds in paved areas will be controlled with string trimmers.
(4) Only products that are environmentally safe will be used.
(5) Mulching shall be replaced at least annually and more often, as needed, with the cost of materials (only) to be paid by the Town with prior approval before purchase.
(6) All turf, shrubs, ornamentals and groundcovers shall be monitored for pests, disease, and nutrient problems with findings identified and reported to the Town in a timely manner.
(7) Contractor shall practice Integrated Pest Management to control insects, diseases and weeds on and around perennials, groundcovers, shrubs, vines, and trees. This will include weekly monitoring and spot treatment as necessary using the least toxic methods as accepted by the Town.

v. **Fertilization**: All fertilizers must comply with current guidelines recommended by the University of Florida, IFAS and comply with the ordinances of the Town. The following are minimum fertilization requirements:
(1) All turf areas shall be fertilized at least four (4) times per year in a manner compliant with local regulations and using materials that are environmentally safe.

(2) Ornamental shrubs and trees planted less than five (5) years shall be fertilized three (3) times per year. Shrubs and trees more than five (5) years old in the landscape shall be fertilized twice a year. Shrubs and trees in lawn areas exposed to lawn fertilizations will not be supplementally fertilized.

(3) Mature palms should receive a complete, granular fertilizer formulated for palms four (4) times per year at a rate of six (6) pounds per application. Palms under eight (8) feet in height should receive 2-5 pounds per application four (4) times per year.

vi. **Irrigation**: Contractor shall inspect and test all components and zones in all Town irrigation systems monthly and shall reset zone times according to the seasonal changes. Minor adjustments and repairs, including but not limited to, head/emitter cleaning/replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor without additional charge. Significant repairs or system services will be charged at an hourly rate plus parts, with prior approval by the Town Manager.

vii. **Plant Maintenance**: Contractor shall replace all dead plants on a work order basis, with labor and material costs approved in writing by the Town prior to installation or purchase.

3. **Safety, Staff and Damages**.

a. Contractor will provide an adequate number of qualified and well-trained personnel for the timely performance of the Services to the Town. Such personnel shall be uniformed with the company name displayed and easily identifiable. The personnel will maintain a clean, professional appearance and conduct themselves in a professional manner at all times.

b. Contractor shall at all times enforce strict discipline and good behavior among its employees and shall take steps necessary to ensure that they are familiar with and abide by all safety and other rules.

c. Contractor will be responsible for damages caused by its personnel, machinery or any other equipment used by the Contractor. The Contractor shall notify the Town immediately of any damage to irrigation systems, structures, signs and/or any plant material.

d. All equipment necessary to mow, prune, edge, trim, or otherwise perform all Services shall be kept clean, sharpened and in excellent operating condition.

4. **General Specifications**.

a. Contractor is not liable for:

i. Death or decline of plant materials due to improper selection, placement, planting or maintenance implemented before this contract.

ii. Damage due to improper irrigation components in existence at the time of contract execution.

iii. Flooding, storm or wind damage.

iv. Damage due to vandalism.

b. The Contractor shall cooperate fully with the Town in the rendition of the services at the said premise.

c. The Contractor shall notify the Town of any irregularities that may occur

when Contractor's personnel are on the premises.

d. This RFP is for existing landscaping. Significant changes, renovations or additional landscape designs are not included.

e. With no cost to the Town and upon notification by the Town, the Contract will replace dead or dying plants, shrubs, trees, groundcover, grass, etc. that has died or declined during the Contractor's performance of the Services unless exempted in paragraph 1.3 a. above.

f. The Contractor shall be held responsible to perform inspections of all work completed by their personnel to ensure adherence to the specifications and other requirements set forth in this Scope of Services.

g. The Contractor shall be responsible to police the areas for paper, debris and trash. Areas are to be policed and free of paper, debris and trash prior to mowing. The Contractor shall provide for the prompt removal of all debris from Town property. The Town may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property caused by the Contractor.

h. The Contractor agrees that during and after a public emergency, disaster, hurricane, flood, or other acts of God, the Town will be given first priority for all goods and services under the resulting contract. The Contractor shall furnish a 24-hour phone number to the Town in the event of an emergency.

i. The Contractor shall at all times guard against damage and loss to the Town's property and to its own property and shall be held responsible for replacing or repairing any such loss or damage. When reasonably necessary, the Contractor will provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Town, State of Florida, OSHA, and other applicable safety regulations are met.

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **New Business: Landscape Maintenance Services Contract**

Commission Meeting Date: December 15, 2020

Town Commission Priority: Finance, Environment

Background

This contract is a response to the selection process for RFP 2020-010, to seek proposals for landscape maintenance services of the town property (inclusive of specific duties as outlined in the RFP).

Tasks Completed

Evaluation was conducted by Town Manager Berger and the Town Clerk monitored the process on December 1, 2020.

The Town Manager reviewed the submissions, qualifications and proposals and ranked them as follows:

1. Dennis M. Serafini's Complete Lawn Care, Inc. with 97 combined points
2. Sunshine Land Design, Inc. with 95 combined points
3. Grass Roots Complete (GRC) with 82 combined points

The results were placed on the bulletin board in front of Town Hall and on the Town's website. The ranking will be placed on the December 15, 2020 agenda for acceptance by the Commission prior to this vote.

The contract has been authored and approved by the Town Attorney.

Budget Impact

Landscape Maintenance line item has $45,000 budgeted for (519.46a) in FY 2020 – 2021. The proposal and contract for Dennis M. Serafini's Complete Lawn Care, Inc. is $38,520 and is within the budgeted amount.

Recommendation

Staff recommends approval.

TOWN OF SEWALL'S POINT

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

FROM: **April Stoncius, Town Clerk**

SUBJECT: **c. General Planning Services Contract**
DATE: **Town Commission Regular, 2020-12-15**

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:
Managers Memo - RFQ 2020-003 for Selection Planning Services RFQ for Planning Services

APPROVERS:

APPROVAL STATUS:

LAST UPDATED:
at

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **New Business: General Planning Services Ranking & Selection**
RFQ 2020-003GPS
Commission Meeting Date: December 15, 2020

Town Commission Priority: Finance, Environment, Transportation

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Background

This contract is a response to RFQ 2020-003GPS, to seek qualifications for general planning services and completion of the Town's comprehensive plan (comp plan). Growth management legislation was passed in 1985 in response to Florida's commitment to provide the facilities and services that communities need to foster economic growth and preserve natural amenities. The importance of comprehensive planning cannot be overstressed, because it results in decisions regarding long-term issues such as environmental protection and economic development. Section 163.3177, F.S., requires that local government comprehensive plans provide the policy foundation for local planning and land use decisions on capital improvements, conservation, intergovernmental coordination, recreation, open space, future land use, housing, transportation, coastal management (where applicable) and public facilities.

Tasks Completed

The current comp plan was adopted December 13, 1989. The first Evaluation and Appraisal Report (EAR) was completed in 2008.

Evaluation of RFQs submitted was conducted by Town Manager Berger and the Town Clerk monitored the process on December 1, 2020.

The following schedule was followed for this RFQ:

Advertisement with Town Website and bulletin board:	November 9, 2020
Deadline for Written Questions:	2 p.m. on November 20, 2020
Qualifications Due Date:	3 p.m. on November 24, 2020
Evaluation Committee Meeting	December 1, 2020
Contracts Negotiations:	December, 2020
Town Commission Contract Approval	December 15, 2020

The results were placed on the bulletin board in front of Town Hall and on the Town's website. The ranking will be placed on the December 15, 2020 agenda for acceptance by the Commission prior to this vote.

There was only one respondent: Bonnie Landry & Associates Professional Planning Services. The contract has been authored and approved by the Town Attorney.

Recommendation

Staff recommends approval of the selection of Bonnie Landry & Associates Professional Planning Services for general planning services.

REQUEST FOR QUALIFICATIONS (RFQ)

GENERAL PLANNING SERVICES

RFQ NO. 2020-003GPS

November 9, 2020

Town of Sewall's Point
One South Sewall's Point Road
Sewall's Point, FL 34996
(772) 287-2455

TOWN OF SEWALL'S POINT

REQUEST FOR QUALIFICATIONS
GENERAL PLANNING SERVICES
RFQ NO. 2020-003GPS

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LEGAL NOTICE

The Town of Sewall's Point (the "Town") is soliciting Statements of Qualifications from qualified consulting firms/individuals to provide general planning services. The Town anticipates awarding a continuing services contract to one (1) or more firms/individuals. Firms/individuals selected by the Town will provide general planning services to the Town on an as-need basis, based upon task orders to be issued by the Town under the continuing contract. There is no guarantee of a minimum amount of work under any continuing contract.

Request for Qualifications (RFQ) packages shall be dropped off at Town Hall, 1 S. Sewall's Point Road, Sewall's Point, FL 34996, before 2:00 p.m. on November 24, 2020. No hard copies or emails will be accepted and no responses will be accepted after that time.

Selection will be in accordance with the RFQ, the Town's Purchasing Code and policies, and all applicable federal, state, and local requirements. The Town Manager or an Evaluation Committee shall evaluate the qualifications submitted by the firms/individuals using criteria as outlined in the RFQ and recommend the best qualified firm(s)/individual(s) to the Town Commission. The Town Commission will select the firm(s)/individual(s) it considers to be the best qualified to serve the Town's interest for these grants. The Town reserves the right in its sole discretion to withdraw this RFQ, to reject any or all qualifications and/or to waive all nonmaterial irregularities on any and all qualifications. All questions and requests for additional information in connection with this RFQ and selection shall be directed in writing or email only to Michelle Berger, Town Manager, 1 South Sewall's Point Road, Sewall's Point, Florida 34996; email MBerger@sewallspoint.org. Place the phrase "Planning RFQ" in the subject line of the email.

Dated: _November 9, 2020 **Town of Sewall's Point**

Published: Town Website and Bulleting Board

I. GENERAL TERMS AND CONDITIONS

1.0 Purpose of RFQ; Scope of Services

The Town of Sewall's Point (the "Town") is soliciting Statements of Qualifications from qualified consulting firms or individuals (hereinafter, collectively referred to as "firm" or "firms") to provide general planning services. The Town anticipates awarding a continuing services contract to one (1) or more firm(s). Firms selected by the Town will provide general planning services to the Town on an as-need basis. There is no guarantee of a minimum amount of work under any continuing contract. The continuing services contract will provide for a task order or similar document to be issued for each project/assignment.

The Town is requesting qualifications from firms with experience in the following potential services:

a. Evaluation of the Town's Comprehensive Plan, assessment of changes in local conditions, evaluation of any major local issues, assessment of key objective and policies, assessment of concurrency issues, review and evaluation of the Plan's elements, evaluation of climate change element, drafting of any necessary Comprehensive Plan amendments to reflect any changes in local conditions and changes in State requirements, adoption and transmittal of said amendments to the State, attendance at required staff and Town Commission meetings and hearings, and any other tasks necessary to accomplish these assignments.
b. Consultation regarding land development regulations and the zoning code and drafting and/or review of related ordinances.
c. Consultation regarding various land development issues (e.g., site plans, special exceptions, temporary uses).
d. Interpretation of the Town's Zoning Code and issuance of official interpretations.
e. Provide direction and guidance on all planning projects and issues.
f. Perform planning studies.
g. Attend staff meetings, Town Commission meetings and other Town board meetings, upon request.
h. Meet with residents, developers, architects, landowners and the general public, as needed.
i. Perform other planning duties as assigned or directed by the Town Manager or the Town Commission.

These tasks are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required. All services shall be performed and completed in compliance with Florida law, the Florida Building Code, the Town's Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.

2.0 Eligibility/Qualifications

In addition to other requirements stated in this RFQ, to be eligible for award, firms must demonstrate the following minimum qualifications and experience in their submittal packages:

a. The Firm's principal-in-charge must possess a Bachelor's Degree (or higher) in Planning or a related field with a minimum of eight (8) years of experience in professional planning and/or zoning in the local public sector. American Institute of Certified Planner (AICP) certification is required. A comparable amount of training, education or experience may be substituted for these minimum qualifications at the sole discretion of the Town;

b. The Firm must be appropriately licensed in professional planning and in good standing with the Florida Department of Professional Regulation; and
c. The Firm shall meet all legal, technical and professional requirements for providing the requested services.

3.0 No Oral Interpretations of the RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Town's website. A firm can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Town in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the Town, its agents, or employees.

4.0 Reviewing the RFQ and Addenda

Each firm should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. If a firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFQ known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than **3:00 p.m. on November 24, 2020,** each firm shall deliver to the Town all of the firm's questions concerning the intent, meaning and interpretation of this RFQ. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm's questions may be delivered to the Town by hand-delivery, mail or e-mail but all such submittals shall be in writing and addressed to:

Town of Sewall's Point
Michelle Berger, Town Manager
1 South Sewall's Point Road
Sewall's Point, Florida 34996

If revisions to this RFQ become necessary, the Town will issue written addenda. The Town will endeavor to make sure all participating firms receive such addendum by posting the addendum on the Town's website (www.sewallspoint.org); however, it is the sole responsibility of every firm to verify with the Town whether any addendum has been issued prior to submitting sealed qualifications. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit H.** The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect qualifications submitted in response to this RFQ.

5.0 Schedule and Deadlines for the RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFQ.

Advertisement with Town Website and bulletin board:	November 9, 2020
Deadline for Written Questions:	2 p.m. on November 20, 2020
Qualifications Due Date:	3 p.m. on November 24, 2020
Evaluation Committee Meeting	6 p.m. on December 1, 2020
Short List Announcement:	December 1, 2020
Town Commission Short List Approval:	December 8, 2020
Contracts Negotiations:	December, 2020
Town Commission Contract Approval	December 15, 2020

Any Town Commission or Evaluation Committee meetings will be held at Town Hall, 1 S. Sewall's Point Road, Sewall's Point, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Commission and Evaluation Committee meetings.

6.0 Property of the Town

All materials submitted in response to this RFQ become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

7.0 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFQ and the work to be performed under the Contract. A firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the firm shall promptly report it to the Town Manager.

8.0 Litigation Concerning the RFQ and Agreement

By submitting qualifications, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Martin County, Florida.

9.0 Public Records

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or

federal law. If a firm contends that part of its qualifications is not subject to disclosure, the firm shall identify specifically any information contained in the qualifications that the firm considers confidential or otherwise exempt from disclosure under the Public Records Law, and the firm shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Town shall have no liability to a firm for the public disclosure of any material submitted to the Town in response to this RFQ, and the firm shall defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

10.0 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more qualifications that are equal with respect to price, quality, and service, the Town may give preference to qualifications received from a business that completes the attached DFW form, see **Exhibit D**, and certifies it is a DFW.

11.0 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ. "Cone of Silence" means a prohibition on any written or non-written communication regarding this RFQ between any firm or firm's representative and any Town of Sewall's Point employee, or elected official. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Cone of Silence shall not apply to oral communications at any public proceeding, discussions or oral presentations before the Town Manager/Evaluation Committee, and contract negotiations during any public meeting or any written questions regarding the RFQ submitted to the Town Manager in accordance with this RFQ. The Cone of Silence shall terminate at the time that the Town Commission awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.

12.0 Prohibition on Contingent Fees and Truth in Negotiation

The firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure the resulting contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of such contract.

The firm, if awarded a contract hereunder, agrees to execute a truth-in-negotiations certificate and agrees that the contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

13.0 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting Professional Qualifications, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The firm shall complete the attached Scrutinized Companies Certification Form which is attached here as **Exhibit E**.

14.0 Cost of Qualifications Preparation
The firm assumes all risks and expenses associated with the preparation and submittal of qualifications in response to this RFQ. The Town shall not be liable for any expenses incurred by the firm when responding to this RFQ, including but not limited to the cost of making presentations to the Town.

15.0 Implied Requirements
Products and services not specifically mentioned in this RFQ but which are necessary to provide the services described by this RFQ, shall be included in the qualifications. It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable qualifications.

16.0 Proposal of Additional Services
If a firm indicates, or the Town requests, an offer of services in addition to those required by and described in this RFQ, these additional services may be added to the contract by amendment thereto signed by both parties.

17.0 Protest Procedures
Firms may protest in accordance with the Town's Code of Ordinances, section 2-263(j).

18.0 Non-collusion
The firm certifies, through the submittal of its qualifications, that this Qualifications is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

19.0 Code of Ethics; Conflict of Interest
This RFQ is subject to the State of Florida Code of Ethics and the Town of Sewall's Point Standards of Conduct Procurement Policy. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these documents in order to ensure compliance with the same. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town.

The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in the Town of Sewall's Point Standards of Conduct Procurement Policy or Code of Ordinances of the Town and found in the Florida Statutes. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit C**.

20.0 Insurance
Prior to execution of the resulting contract derived from this RFQ, the awarded firm(s), at its sole expense, shall obtain and maintain in force at all times during the term of the resulting contract

insurance coverage as required herein. The selected firm's failure to timely deliver the required insurance and other documentation may be cause for an annulment of the contract award to the firm. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the firm are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the firm under the contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the requirements set forth in this section shall not relieve the selected firms of their liability and obligations under the resulting contract. The Town reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of the contract. The firm shall agree that all of the coverages required herein shall be provided on a primary basis.

A. **Professional Liability**. The selected firms shall maintain during the term of the contract, standard Professional Liability Insurance or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the firm's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the firm warrants the retroactive date equals or precedes the effective date of the awarded contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the firm shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

B. **Commercial General Liability**. The selected firms shall maintain, during the life of the contract, commercial general liability, issued under an occurrence form basis, including contractual liability to cover the hold harmless agreement set forth in the contract, with limits of not less than the following:

   Each occurrence: $1,000,000.00
   Personal/advertising injury: $1,000,000.00
   Products/completed operations aggregate: $2,000,000.00
   General aggregate: $2,000,000.00

   Coverage shall extend to independent consultants and fellow employees. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

C. **Workers' Compensation**. The selected firms shall carry Workers' Compensation Insurance and Employers' Liability Insurance for all employees in accordance with Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum.

D. **Business Automobile Liability**. The selected firms shall maintain Business Automobile Liability insurance in the minimum amount of $1,000,000.00 each accident covering all owned, non-owned and hired automobiles. In the event the firm does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the firm to agree to maintain only Hired & non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

E. **Waiver of Subrogation**. The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

F. **Umbrella or Excess Liability**. If necessary, the firm may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured" as set forth in subsection H below.

G. **Deductibles**. All deductible amounts shall be paid for and be the responsibility of the selected firm for any and all claims under this Contract.

H. **Additional Insured**. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected firm shall specifically include the "Town of Sewall's Point, its commissioners, employees, agents, and affiliates" as an "Additional Insured."

I. **Subconsultants**. It shall be the responsibility of the selected firm to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements herein.

21.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Town representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFQ either before or after receiving qualifications, may accept or reject any or all qualifications, may accept qualifications which deviate from the non-material provisions of this RFQ, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting qualifications in response to this RFQ. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of qualifications, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications and/or the firm, including the firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such qualifications, or in any cancellation of award, or in any withdrawal, postponement or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors. Any qualifications which does not meet the requirements of this RFQ may be considered non-responsive, and the qualifications may be rejected.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any qualifications submitted pursuant to this RFQ is at the sole risk and responsibility of the firm submitting such qualifications.

22.0 Subconsultants

The Town reserves the right to pre-approve all subconsultants, if any, for any services performed under a resulting contract.

23.0 Public Entity Crimes

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

II. QUALIFICATIONS PACKAGE AND DEADLINES

1.0 Contents of Qualifications Package

The RFQ is designed to provide the necessary information about your firm. Each submittal must include the checklist attached as **Exhibit A**. This checklist must appear immediately after the Letter of Transmittal. To ensure that all submittals may be evaluated on an equitable basis, the RFQ requires each firm to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the qualifications must appear **after** the required materials.

All qualifications packages shall be submitted by completing and returning the required documents as described below. The submittal package should be organized as listed below:

A. Letter of Transmittal (not to exceed three single-sided pages)
This letter will summarize in a brief and concise manner the following:
• General summary of the firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's qualifications.
• The firm's brief understanding of the particular scope of services (work discipline) to be considered for Qualification, its commitment to perform the services and a statement why the firm believes itself to be best qualified to perform the services. The letter should illustrate how each firm can offer complete planning services to assist the Town in a range of planning assignments including but not limited to the tasks listed in this RFQ.

• The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.

• An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.

• The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

B. References & Materials (not to exceed 30 double-sided pages plus the form)
1. ***Evidence of ability and experience of firm and professional personnel***: firm shall provide a summary of the firm's and its personnel's abilities and experience in providing the requested services and include the firm's organizational structure. Bullet point format is appreciated. Include evidence of adequate personnel to perform the work. Firms shall provide one page summaries or resumes of key personnel to be assigned to provide services to the Town. Resumes should include a description of:
• Training, education and degrees.
• Related experience (for the particular tasks), for whom, and role played.
• Professional certifications, licenses and affiliations.

Include the firm's and each individual's experience working with various local, county, and state governments. Emphasis will be placed on individual past experience on similar projects, within the past five years and knowledge of federal, state, and local laws and regulations. Describe any special resources that the firm or the firm's personnel to be assigned to these services may bring to the services or expertise in technical areas which will specifically benefit the Town. Make sure to include the minimum required qualifications set forth in Section I. General Terms and Conditions, paragraph 2.0 Eligibility/Qualifications.

2. ***Evidence of successful past performance for similar projects***: Firms shall identify successful past performance for similar projects. Firms shall use the Reference Form (attached hereto as **Exhibit G** and incorporated herein) to provide a minimum of five (5) references demonstrating their successful past performance. Preference will be given to prior experience with Florida municipalities. Firms are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Emphasis will be placed on the firm's past experience with similar projects within the past five years.

C. Evidence of Ability to Deliver on Time and Within Budget. Firms shall provide a summary regarding their ability to deliver the requested services in a specific timeframe and within a specific budget. The firm's summary regarding the ability to deliver within a specific budget shall **NOT** include any prices, proposals, or rates for the services requested hereunder, but should include cost control techniques and other techniques implemented by the firm to ensure that services are provided within a given budget. Information regarding financial and technical resources, dedicated staff and recent, current and projected firm workload should be provided. Emphasis will be placed on firm's identification of qualified individuals to provide services and their availability for the same. Firms should include a statement or two regarding the willingness and ability of personnel to make themselves available to Town staff during the project, e.g., telephone calls and meetings with staff, local business owners, and other interested parties, meetings with the Town Commission, etc. The firm must have sufficient personnel for back-up and/or emergencies to assure prompt scheduling and completion of services.

D. Approach to Scope of Services (unlimited)
Firms should present their approach to accomplishing the delivery of services to the Town. Firms should include their working knowledge of the Town of Sewall's Point. State the firm's project management plan for the services, its interpretation of the scope of services, and its method of approach. Summarize other firm resources available to meet the Town's needs. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Town.

E. Litigation and/or Terminations (unlimited)
Firms shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the firm or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the firm and/or any of its principals.

Firms shall also state if the firm has had contracts for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Firms shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

F. Addenda (unlimited pages)
Firms shall complete **Exhibit H**, the Acknowledgement of Addenda form. This section shall include a statement acknowledging receipt of each addendum issued by the town. Each firm is responsible for contacting the Town to obtain addenda. This form may be included in the Submittal Package after the References Form.

G. Proof of Licenses (unlimited)
Firms shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:
• Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
• Statement or proof of required insurance; and,
• Proof of firm's Business Tax Receipt (as applicable).

H. Evidence of Minority Business Enterprise (unlimited)
Firms shall provide their certification as a minority business enterprise in accordance with Chapter 287, Florida Statutes.

2.0 Additional Documents

The firm shall also include the following documents in its Submittal Package: Checklist (see **Exhibit A**), Qualifications Submittal Form (**Exhibit B**), Conflict of Interest Form (see **Exhibit C**), Drug Free Workplace Form (see **Exhibit D**), Scrutinized Companies Certification (see **Exhibit E**), E-Verify Form (see **Exhibit F**), and References Form (see **Exhibit G**).

3.0 Representations by Submittal of Qualifications

By submitting Qualifications, the firm warrants, represents, certifies, and declares that:

A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.

C. The firm understands and agrees to all elements of the RFQ unless otherwise negotiated, and that the RFQ shall become part of any contract entered into between the Town and the firm.

D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.

F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.

G. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

4.0 Copies and Deadlines; Acceptance Period

The submission of qualifications must be dropped offed at Town Hall at 1 S. Sewall's Point Road. The submitting firm may only view/submit his/her proposal and will not have access to any other firm's submittal. The firm's proposal may be changed at the proposer's discretion until the RFQ due date and time is reached. A firm may withdraw its qualifications prior to the deadline. Modifications offered after the deadline will not be considered. The firm will no longer be allowed to change or have access to the electronic proposal submittal after the RFQ due date and time.

A firm's failure to submit a qualifications package as required before the deadline shall cause their qualifications package to be disqualified. Under no circumstances shall qualifications packages delivered to or received by the Town after the RFQ due date and time be accepted or considered. The Town shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any qualifications packages after the RFQ due date and time. Each qualifications submitted shall be valid for a period of one hundred twenty (120) days after the RFQ submission deadline date to allow time for evaluation, selection and any unforeseen delays. The 120 days may be extended upon agreement of the parties.

III. EVALUATION PROCESS

1.0 Pre-Proposal Conference

There is **NO** Pre-Proposal Conference scheduled for this RFQ.

2.0 Evaluation, Scoring and Award of Contract

The Town will consider each qualifications submitted to the maximum extent practicable and will consider all listed evaluation criteria. The Town will award the contract(s) to the most qualified and responsible firm(s) possessing the ability to perform successfully under the terms and conditions of this RFQ and subject to fair and reasonable compensation (discussed only during the negotiations).

A. Certification of Qualified Firm. The Town Manager or an Evaluation Committee will evaluate and determine which firms are qualified to provide the requested services consistent with the qualification evaluation criteria. The qualification evaluation criteria follow: Capabilities of the firm; adequacy of personnel; past record of performance; experience of the firm; licensing/certifications of firm; and whether the firm is a certified minority business enterprise (not required). The firm must be a properly licensed business in the State of Florida and have a professional planner licensed in the State of Florida on staff.

B. Competitive Selection. Once the Town Manager/Evaluation Committee determines which firms are qualified, she/it shall rank the qualifications based on the competitive negotiations evaluation criteria and make a recommendation of at least the top three (3) firms to the Town Commission for each work discipline. If less than three (3) firms submit qualifications for a particular work discipline or if less than three (3) firms qualify, the Town Manager or the Evaluation Committee may move forward with a recommendation of less than (3) firms to the Town Commission if the solicitation was adequately advertised. If the Town Manager or the Evaluation Committee determine that the solicitation has not generated adequate competition (i.e., less than 3 firms) for any particular work discipline, it may choose to not move forward with the evaluation. The competitive negotiations evaluation criteria follow:

Criteria	**Max Points**
Ability and experience of firm and professional personnel	35 points
Successful past performance for similar projects	30 points
Willingness and ability to meet time and budget requirements	15 points

Approach to Services	10 points
Terminations and/or litigation	5 points
Minority Business Enterprise (not required)	5 points
MAXIMUM POINTS	**100 POINTS**

The selection process consists of evaluation and scoring by the Town Manager or an Evaluation Committee and the ranking of the top three (3) firms for each work discipline. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. The total points will be used to rank each firm 1, 2, 3, 4, etc.

If desired, the Town Manager or Evaluation Committee may require public presentations by the top three firms for each of the work disciplines. The ranking of the top three firms for each work discipline shall be presented to and approved by the Town Commission at a duly noticed public meeting. It is anticipated that the Town Commission will award the RFQ to the firms that submits the best overall qualifications(s), subject to the negotiation of fair and reasonable compensation. The Town, in its sole discretion, reserves the right to award one or more continuing contracts for each discipline advertised. The Town Council shall have the exclusive authority to select the best overall qualifications and make any determinations concerning the responsiveness of the firms, the value of their qualifications, the firms' respective abilities to satisfactorily perform the work specified in the Town's RFQ, and all other related matters.

C. Negotiations. After the Town Commission has approved the ranking of the top firms for each discipline, the Town Manager may negotiate a contract with each of the highest ranked firms for professional services at compensation determined to be fair, competitive and reasonable. The terms and conditions of the resulting contract will be negotiated with the successful firm. If the Town and a successful firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said successful firm and move to the next ranked firm to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract(s) with the firm(s) that best meets the needs of the Town. The resulting contracts shall be continuing contracts with a provision for termination without cause. Such contracts shall be in compliance with all applicable laws, ordinances, policies, rules and regulations. The contract shall include hourly rates for personnel and allowable costs and expenses.

3.0 Miscellaneous Evaluation Process Information

Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. As part of the evaluation process, the Town may conduct an investigation of references, including, but not limited to, a record check of consumer affairs complaints. By submitting qualifications, a firm acknowledges this process and consents to the Town's investigation.

EXHIBIT A

CONSULTANT CHECKLIST

Note:
1) This Exhibit must be included in RFQ immediately after the Letter of Transmittal.
2) RFQ Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFQ Information"

_____ Letter of Transmittal

_____ Copy of this Checklist (Exhibit A)

_____ References & Materials

_____ Evidence of Ability to Deliver on Time and Within Budget

_____ Approach to Scope of Services

_____ Litigation and/or Terminations

_____ Proof of Licenses

_____ Minority Business Enterprise/Women's Business Enterprise

_____ Qualifications Submittal Form (Exhibit B)

_____ Conflict of Interest Statement (Exhibit C)

_____ Drug Free Workplace form (Exhibit D)

_____ Scrutinized Companies Certification (Exhibit E)

_____ E-Verify Form (Exhibit F)

_____ Reference Form (Exhibit G)

_____ Acknowledgment of Addenda (Exhibit H)

EXHIBIT B

QUALIFICATIONS SUBMITTAL FORM

1. SUBMITTING FIRM NAME:_____

2. PRIMARY OFFICE LOCATION: _____

3. TELEPHONE NUMBER: _____

4. EMAIL: _____

5. TYPE OF FIRM:
   CORPORATION _____ INDIVIDUAL _____ OTHER_____

6. IF CORPORATION, COMPLETE THE FOLLOWING:

   A. Date Incorporated:_____

   B. State Incorporated:_____

   C. Date Authorized in Florida:_____

   D. President:_____

   E. Vice President:_____

   IF PARTNERSHIP, COMPLETE THE FOLLOWING:

   A. Date organized:_____

   B. Type: General_____ Limited_____

   C. Name of Partners_____

7. SECRETARY OF STATE'S CHARTER NUMBER_____
   (Attach Copy)

8. FEDERAL EMPLOYERS IDENTIFICATION NUMBER_____

9. PROFESSIONAL LIABILITY INSURANCE? YES _____ NO ____
   IF YES, ANSWER THE FOLLOWING:

_____ A. Policy Number:_____

_____ B. Company Name:_____

_____ C. Amount:_____

_____ D. Expiration Date:_____

10. WHAT IS YOUR PRIMARY BUSINESS? _____

I, the undersigned, certify that any and all information contained in this Qualifications submitted in response to the RFQ is true. I certify that this Qualifications is made without prior understanding, agreement, or connections with any other corporation, firm or person and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions and certifications of the RFQ, and certify that I am authorized to sign on behalf of the firm.

_____
AUTHORIZED SIGNATURE

_____
TITLE

_____
PRINT NAME

_____
DATE

EXHIBIT C

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR QUALIFICATIONS OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

_____
COMPANY OR INDIVIDUAL NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE, IF A COMPANY

EXHIBIT D

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

EXHIBIT E

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By:_____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

EXHIBIT F

STATE OF FLORIDA
E-VERIFY

Contract No: _____
Financial Project No(s): _____
Project Description: _____

Vendor/Firm acknowledges and agrees to the following:

Vendor/Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. Shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____

EXHIBIT "G"

REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

_____

_____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

_____

_____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

_____

_____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#4 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

_____

_____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#5 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

_____

_____.

Completed on time: Yes___ No ___ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

EXHIBIT H

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

_____
AUTHORIZED SIGNATURE

_____
TITLE

_____
PRINT NAME

_____
DATE

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

PROPOSAL OF
BONNIE C. LANDRY AND ASSOCIATES P.A.

LOCATED AT
615 ST. LUCIE CRESCENT SUITE #201
STUART, FL. 34994

REQUEST FOR PROPOSALS FOR
GENERAL PLANNING SERVICES
RFQ NO. 2020-003GPS
DUE DATE – 9/24/2020 AT 3:00 PM

CONTACT INFORMATION
Bonnie C. Landry, AICP
Office: 772-266-9427
Cell: 772-201-5052
bonnie@bclandry.com
office.manager@bclandry.com

BONNIE LANDRY
&ASSOCIATES
Professional Planning Services

615 SW ST LUCIE CRES., SUITE 201
STUART, FL 34994
(772)266-9427



November 24, 2020

Michelle Berger, Town Manager
Town of Sewall's Point
2401 S.E. Monterey Road
Stuart, FL. 34996

RE: RFQ2020-003GPS

Dear Ms. Berger:

I am pleased to submit this response to RFQ 2020-003GPS to provide General Planning Services to the Town of Sewall's Point. This proposal will demonstrate that the firm's qualifications to assist the Town with professional planning services.

Bonnie Landry and her staff represent more than 25 years of professional planning experience in Martin, St. Lucie and Palm Beach counties. Located in Stuart, Florida, Bonnie C. Landry and Associates, P.A., offers a variety of professional planning services, including:



Heather Shaw, Ann Jones, Bonnie Landry

- Comprehensive Planning
- Review of Development Applications
- Workshop Facilitation and Public Meetings
- Land Development Regulations
- Zoning Review of Building Permits
- Professional Presentations
- Project Management
- GIS Mapping Services
- Project Web Pages

Founded in 2018 and located in Stuart, BCLA grew quickly in the first few years from an office of one to three employees and a number of sub-contractors providing full-service professional planning, surveying and GIS mapping. The advantage of a small, efficient firm is accessibility and responsiveness. BCLA prides itself in direct access to its principal, and all calls are returned within 24 hours. The firm experienced early success when selected to draft and move to adoption the first Comprehensive Plan for the Village of Indiantown, Florida's newest municipality. This project is notable as few planners have had the opportunity to author a complete comprehensive plan.

When contracted to staff the planning department for Indiantown, BCLA soon discovered a niche market to provide planning support to municipalities with limited full-time staff or during times that a government is short-staffed.

BCLA continues to build its portfolio of clients. In October 2020, the firm completed the Evaluation and Appraisal Review (EAR) based amendments to the City of Port St. Lucie Comprehensive Plan. Prior to that, BCLA provided support to the City's Planning and Zoning Department during a staffing shortage. This support included review of development applications and building permits for compliance with the land development regulation portion of the Code of Ordinances.

BCLA contracts exclusively with public sector clients to avoid any potential conflict of interest. As much of the staff has worked directly for local government, the firm knows the importance of being responsive to the public as well as Open Meetings and Florida Sunshine Law. The firm has a track record of providing planning support to local governments in a responsive, professional and quality way. The firm has an unmatched ability to manage numerous projects and meet each deadline to which it is committed. BCLA staff knows the importance of meeting the demands of lead time for agenda items, allowing time for the item to be vetted through government departments and administration. BCLA is skilled in technical writing as well as transforming planning lingo into plain language so that it understandable to a diverse audience of the public, elected officials and colleagues.

In review of the RFQ, the firm is confident in its ability to provide each of the potential services outlined in RFQ No. 2020-003GPS as well as other planning disciplines such as transportation planning, community engagement and redevelopment. The firm has an excellent working relationship with the Department of Economic Opportunity which affords a direct and responsive connection to the technical assistance they provide to local municipalities throughout the state. Having just completed the EAR project with the City of Port St. Lucie, the firm is well aware of the new Community Planning laws and how to amend goals, objectives and policies to make them consistent with current Florida law. The successful approach to the EAR is developing a matrix of law changes since the last amendment and providing new language to address each change. This approach makes it easy to see that all of the changes to the law have been addressed.

BCLA is uniquely qualified to provide services to the Town because of its local experience and broad-based knowledge. Specifically, the firm is already familiar with the Towns Code of Ordinances as it has provided review of a recent development application. During this review, the firm developed checklists based upon the Land Development and Building Regulations to streamline review of development applications and provide a structure and organization for an easy to follow staff report. As previously stated, the firm does not represent developers so there is never a time that the firm would have to recuse themselves from any Town projects. It is important to note that the firm's principle has lived in Martin County for more than 30 years. This provides, not only local knowledge of politics but also many important connections needed to get things done (collaboration with Martin County, who to call etc.

The firm has direct, related experience with comprehensive planning and review of development applications as stated prior. In the case of the City of Port St. Lucie Comprehensive Plan, the EAR-based amendments developed by BCLA were found to be in compliance by the DEO and were adopted unanimously by the City Council in July. As the PSL project has been completed, the timetable to review the Town of Sewall's Point Comprehensive Plan fits perfectly. Therefore, BCLA is immediately available to begin the EAR process for the Town and has the necessary resources to complete this and other tasks outlined in the RFQ.

BCLA appreciates this opportunity to present its qualifications and hopes that it thoroughly demonstrates that this firm is most qualified to become the planning consultant for the Town of Sewall's Point.

As the firm's principal, I will serve as the point of contact for this project from contract to adoption. My direct ongoing management ensures quality throughout the project and completion of all tasks according to the established timetable. Heather Shaw, the firm's office manager, will also have permission to represent the firm. The firm is located at 615 SW Saint Lucie Crescent, Suite 201, Stuart, FL. 34994. The contact information is as follows: Office (772) 266-9427; Cell (772) 201-5052.

I am excited at the prospect of continuing to work with the Town of Sewall's Point. Please call me if you have any questions.

Sincerely,

Bonnie C Landry

Bonnie C. Landry, AICP
Principal
Bonnie C. Landry and Associates, P.A
bonnie@bclandry.com

EXHIBIT A

CONSULTANT CHECKLIST

Note:
1) This Exhibit must be included in RFQ immediately after the Letter of Transmittal.
2) RFQ Package must be put together in the order set forth in this checklist.
3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFQ Information"

✓BCL Letter of Transmittal
✓BCL Copy of this Checklist (Exhibit A)
✓BCL References & Materials
✓BCL Evidence of Ability to Deliver on Time and Within Budget
✓BCL Approach to Scope of Services
✓BCL Litigation and/or Terminations
✓BCL Proof of Licenses
✓BCL Minority Business Enterprise/Women's Business Enterprise
✓BCL Qualifications Submittal Form (Exhibit B)
✓BCL Conflict of Interest Statement (Exhibit C)
✓BCL Drug Free Workplace form (Exhibit D)
✓BCL Scrutinized Companies Certification (Exhibit E)
✓BCL E-Verify Form (Exhibit F)
✓BCL Reference Form (Exhibit G)
✓BCL Acknowledgment of Addenda (Exhibit H)

B) References & Materials

1. Evidence of ability and experience of firm and professional personnel

Training, education, degrees; Related experience; Professional certifications, licenses and affiliations

Bonnie C. Landry, AICP, Principal & Quality Control



- Professional Planner for more than 15 years
- Nationally Certified planner – America Institute of Certified Planners (AICP)
- Member American Planning Association
- 15 years local government employee all on the Treasure Coast
- Louisiana State University graduate
- Completed coursework for Accreditation with Congress for New Urbanism (CNU-a) from University of Miami. (2011)
- Treasure Coast Resident since 1987
- Past Executive Board Member of Treasure Coast Section of Florida American Planning Association
- Workshop facilitator at State APA conferences (2019 & 2013)

Bonnie C. Landry, AICP is uniquely qualified to lead the planning effort for the Town of Sewall's Point as she possesses both public and private sector experiences as a former employee of local government and woman-owned small business.

2.0 Eligibility/Qualifications Checklist		
Bachelor's Degree	☑	Louisiana State University 1985
Eight years' experience in professional planning and/or zoning in local public sector	☑	15 years' experience with local public sector (St. Lucie County; Martin County; MPO Senior (Transportation) Planner
American Institute of Certified Planner (AICP)	☑	Member in good standing since 2010
Florida Department of Professional Regulation	☑	N/A DPR does not have license for planners
Firm meets all legal, technical and professional requirements for providing the requested services.	☑	BCLA is licensed FL corporation with active business licenses in the City of Stuart and Martin County Tax Collector

Elizabeth (Ann) Jones, Senior Planner



- Regulatory Code information and research to the public
- Specializing in development applications, building permits, and responding to general zoning inquiries
- 13 years with Martin County, Growth Management Department, Zoning Compliance Division
- Experience at the zoning desk dealing directly with the public

Heather Shaw, Office Manager

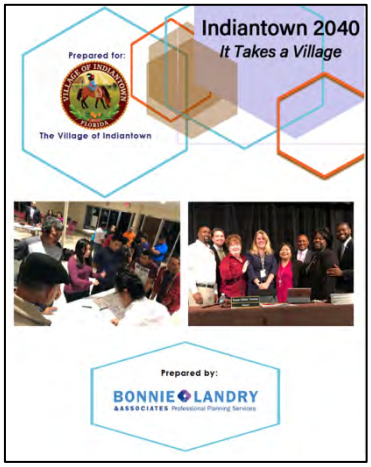


- University of Central Florida graduate
- Certified to instruct ESOL (English Speakers of Other Languages)
- 10 years of experience working in the public sector
- 5 years of team leadership; coordinating meetings; planning staff training; delivering staff presentations
- Specializing in integration of technology and skilled in delivering multiple means of instruction
- Office management experience involving total office coordination, budgeting/bill pay, customer interaction and follow up, bid writing, meeting organization and proofing/editing documents.

American Institute of Certified Planners
AICP
AICP CERTIFIED

Firm's experience working with local, county, and state governments.

Port St. Lucie, FL - **January 2020 - November 2020** EAR-BASED AMENDMENTS TO THE CITY OF PORT ST. LUCIE COMPREHENSIVE PLAN: Bonnie C. Landry and Associates, P.A. just completed an update to the City of Port St. Lucie Comprehensive Plan. The project scope included review of all changes in state community planning law; updating all supporting Data, Inventory and Analysis (DIA) and drafting of the final document so that it complies with current Florida Statutes. BCLA compiled all updated supporting data for each element in plain language and created a final matrix with the recommended changes. BCLA provided as aspects of the project including the preparation of LPA and Council agenda items, as well as packaging the amendment and mailing it to the State and related agencies. Having worked for government, the firm's principal believes in providing all aspects of a project. The new Comprehensive Plan received favorable review by the State and a unanimous approval by the City Council in October 2020.



Indiantown, FL – March 2018-December 2019 - BCLA had the distinct honor of developing the inaugural Comprehensive Plan for Florida's newest municipality, Indiantown. A full comprehensive plan project is rare in Florida, as most comprehensive plans were developed in the 1980s. Although the Martin County Comprehensive Plan was the transitional document for the Village of Indiantown, BCLA's approach was to begin with a clean slate rather than amending the transitional plan. This approach proved important to ensure the plan reflected the goals, objectives and policies of all stakeholders. BCLA conducted a series of public workshops using a variety of outreach tools. This outreach effort resulted in more than 142 participants out of a population of 6,000. The firm strategically located the meeting in key neighborhoods and collaborated with elected officials to assist in getting the word out. In addition, some neighborhood meetings were facilitated and conducted completely in Spanish. The firm was hired to manage all tasks including development of the Public Involvement Plan, facilitation of all meetings, collection of supporting data, drafting of all required elements, preparation of all required public notices, preparing agenda items and correspondence with the State.

Current Planning – Prior to hiring full-time employees, Indiantown contracted with BCLA to develop and staff the Village's planning department. Contracted soon after Indiantown's incorporation, BCLA was responsible for building a planning department from the ground up. This entailed setting up policies, procedures, developing forms and developing the structure of administering the transitional Comprehensive Plan and transitional Land Development Regulations. BCLA reviewed all development applications, building permits and comprehensive plan amendments for consistency with the land development applications, architectural design standards and landscape requirements. BCLA was key is setting up policies, procedures, streamlining processes and developing related forms for all aspects regarding government planning. With this contract, the firm is the direct link to public. Bonnie C. Landry and Associates provided timely responses to inquiries related to all parcels within Indiantown from delivering basic information like setbacks and allowable uses, to providing Zoning Verification Letters with property history for land developers. In review of building permits, the firm has experience with collaboration with the building official to ensure compliance with the Florida Building Code.

BCLA provided **interim planning support services** to the City of Port St. Lucie while they were recruiting full-time planning staff. The BCLA planners reviewed applications for signs for compliance with the sign regulations as well as answering general zoning inquiries.



Understanding stormwater **–** The Firm's Principal was the Martin County CRA project manager for the development of The Stormwater Toolkit. This book, published by the CRA, is currently available for purchase from Amazon Prime. The book was the result of a CRA collaborative with Martin County Engineering Department and South Florida Water Management District. The tool kit, purposefully printed in plain language, intends to inspire people of all ages and backgrounds to learn more about stormwater management best management practices and innovative strategies especially for redevelopment and infill projects. The book encourages a built environment that reflects sustainability, ultimately resulting in a positive impact on the quality of life for Martin County residents. Each "tool" or stormwater strategy has a summary "tear sheet" which includes a description of the strategy, its unique qualities such as stormwater and/or treatment; the cost to construct and the cost to maintain. The toolkit organizes the strategy into four sections: Pavement; Channeling; Storage and Filtration.



Landry presents at BOCC Meeting

Public Presentations – It is important to have an experienced presenter when conducting a public meeting. The Firm's Principal has extensive experience in public presentations at various municipalities such as City of Port St. Lucie, Village of Indiantown and Martin County. Presentations included updates Comprehensive Plan Amendments; applications for variances; updates to the BOCC on CRA projects as well as to the Metropolitan Planning Organization which includes a representative from the town of Sewall's Point.

As the planning consultant to the Village of Indiantown, BCLA prepared agenda packets (summaries), PowerPoint presentations and presents to the Village Council.



Landry and co-presenters at 2019

BCLA also was a presenter for two recent Florida American Planning Association conferences. One was presenting the CRA Stormwater Toolkit and the other was on "How to Achieve Consensus Among a Diverse Population.

Preparation and Submittal of Land Development Applications

Recently, as planning consultant to the Town of Sewall's Point, BCLA reviewed a Preliminary Site Plan application for compliance with the Town's Comprehensive Plan and Land Development Regulations. To streamline the process, the Firm developed a checklist with related codes to ensure consistency amongst with all reviews and to provide a systematic approach toward each application. The firm is therefore familiar with the Town's Land Development Regulations (LDR) and Comprehensive Plan, so the firm is prepared to assist with no learning curve if selected for this RFQ.

If any of the projects include a text amendment to the Land Development Regulations or Comprehensive Plan, BCLA has experience with this as well. As a Planner with Martin County, the firm's Principal reviewed and presented text amendments related to Historic Preservation. And as previously mentioned, the Firm has recent experience with Comprehensive Plan Amendments.

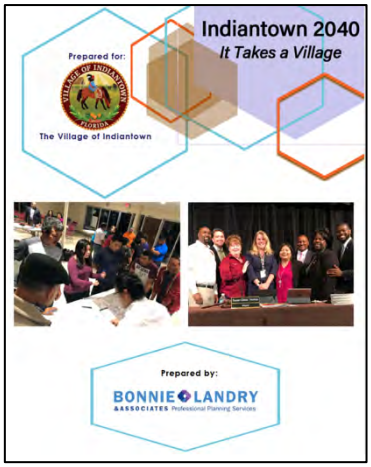
C. Evidence of Ability to Delivery on Time and Within Budget

The Firm has a proven track record for meeting project deadlines and working with the established budget. With each project, the Firm utilizes online project management software so all members of the project team can monitor progress and be alerted of deadlines. The Office Manager is extremely organized and tracks each project to ensure milestones are met. Another important aspect is communication with the government staff responsible for each project. Regular meetings with staff keeps them informed so they are ready if any of the elected officials or public needs an update. Because many of the project, such as development applications and comprehensive plans, are governed by code or law, the team is accustomed to working with hard deadlines and will work until it is complete.

Budget is also a very important thing to consider when working with government. Having worked directly for local government, the Firm understands the budget process. The fiscal year budgets are planned early in the calendar year and ready for public hearings in June and July. Once the budget is approved in September, and the fiscal year begins in October, amendments should be a rare occasion. Therefore, BCLA knows the budget is firm and will stay within the agreed upon fees.

Port St. Lucie, FL (January 2020 - November 2020) EAR-BASED AMENDMENTS TO THE CITY OF PORT ST. LUCIE COMPREHENSIVE PLAN: The Department of Economic Opportunity (DEO) has an established schedule for each municipality to perform their Evaluation and Appraisal Review and provides these dates on their website. These are hard deadlines. If the municipality notifies the DEO that they will review the Comprehensive Plan, the State notifies them in writing of the deadlines that must be met or they risk being unable to approve other plan amendments. When planning this project for the City of Port St. Lucie, BCLA developed a timeline with milestones, beginning with the DEO's date. From this date, staff worked back to meet this date allowing lead time for legal advertisements and agenda packets. This project was completed within the time frame established by DEO.

Indiantown, FL (March 2018-December 2019) INAGURAL COMPREHENSIVE PLAN: The Village of Indiantown was incorporated December 31, 2017. Its Charter provided that the Martin County Comprehensive Plan would be its transitional plan until the Village approved its own. By Florida law, the Village was required to approve its own Comprehensive Plan no later than three years from incorporation or December 31, 2020. As with the PSL project, BCLA developed a timeline with milestones keeping the State's Statutory deadline in mind. At the direction of the Village Council, the timeline was built with contingency in case any challenges arose. However, this project was adopted December 12, 2019, a year ahead of the deadline. The project included development of the Public Involvement Plan, facilitation of all meetings, collection of supporting data, drafting of all required elements per Florida Statute, preparation of all required public notices, preparation of all agenda items and correspondence with the State.



Preparation and Submittal of Land Development Applications

Recently, as planning consultant to the Town of Sewall's Point, BCLA reviewed a Preliminary Site Plan application for compliance with the Town's Comprehensive Plan and Land Development Regulations. As with other Land Development Codes, the timelines for staff reports and meetings are included. Therefore, to begin the task, the planners identified the required timelines and worked with within the 75-day deadline to approve or deny, as well as work with the applicant to schedule the Public Workshop. This project is ongoing. The staff report will be completed in time for the agenda packet; however, the applicant has the ability to postpone this meeting if there are any comments they wish to address before meeting with the Town Commission. As with other government clients, the Firm keeps the Town staff informed throughout the process so that they are prepared to answer any questions from the Commissioners, applicant or Town staff.

D) Approach to Scope of Services

Bonnie C. Landry & Associates (BCLA) is a full-service professional planning firm which is ready and equipped to meet the ongoing planning needs for the Town of Sewall's Point.

Working Knowledge of the Town of Sewall's Point

Banyan Hill Estates - Preliminary Subdivision Application (Major)

The firm has direct knowledge and experience with the Town of Sewall's Point. Recently, the firm was contracted to provide the professional planning review of a new development application. The firm began with reviewing the Town's Comprehensive Plan and the Code of Ordinances related to Building, Planning and Development, Habitat Management and Subdivisions. Then the firm developed a template for a systematic review of the submittal against both the Comprehensive Plan and Code of Ordinances. The result was a staff report that has meaningful and organized comments for which the applicant may respond. Now that this template is created, future staff reports, and development applications will be consistent and easy to follow. In addition to preparing this template, the firm was responsible for coordinating the report with other departments such as Town Engineer, Town Attorney, Town Clerk, Town Manager as well as other outside agencies such as The Town of Stuart (fire marshal); Martin County Engineering Department (project fronted their road). The project is still underway. The next step with be for the applicant to respond to the staff comments and schedule a Workshop with the Town Commission. The firm will be responsible for drafting the agenda item and will present the item to the Commission in collaboration with the Town Engineer. In addition to this application, the firm recommended an update to the Comprehensive Plan and the Code of Ordinances based upon their review of the code when preparing the staff report.

Project Management

The firm has a proven track record for meeting project deadlines. With each project, the firm utilizes online project management software that includes checklists and email reminders. At any time, the software can be accessed via laptop and/or phone to know deadlines and progress for each project. Each project timeline is closely tracked by the Office Manager and the planners to ensure each is meeting its milestones. In planning, much of the deadlines and milestones are demanded in local ordinance or State law. Therefore, as planners, the staff is equipped, experienced and proficient in managing projects so that each timeline is met. One of the firm's strengths is meeting deadlines for every project, every time.

Scope of Services and Method of Approach

Management Approach

Although each project will require a unique approach and specific skill sets, each project that BCLA manages includes the same basic framework:

- Project Overview Meeting – Comprised of the Firm's Principal, Town Manager and other key staff to understand the overall project goals.
    - What is desired outcome of the project and goals?
    - Who are the stakeholders?
    - What are the deliverables?
    - What is the desired timeline for completion?
- Draft Scope of Services - BCLA develops a Draft Scope of Services (Task Order) with timeline and deliverables.
- Task Order Initiation – Town and BCLA sign a task order which solidifies the agreed upon timeline, roles, responsibilities and deliverables
- Project Kickoff and Analysis – Meet with stakeholders to identify any potential challenges; Stakeholders for this meeting may include Town staff, community committee members and/or volunteers.
- Project Development – Develop the program, campaign or project
- Project Revision, if needed – Final draft vetted by key stakeholders
- Projection Completion – Final draft delivered in editable format to the Town and final meeting with stakeholders to ensure satisfaction

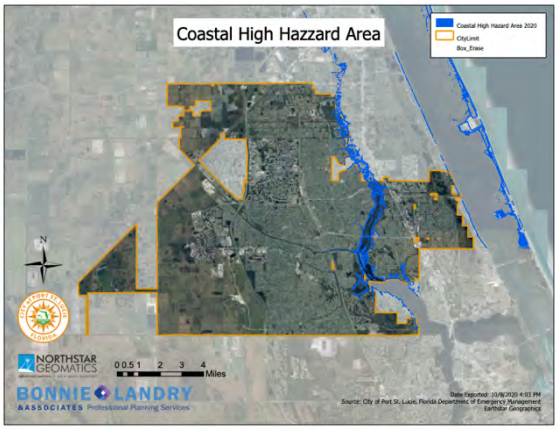
Resources and Availability

BCLA provides all services directly from staff or through a subcontractor for specialized services such as landscape architecture, surveying and GIS. Although this contract focuses on planning needs, the firm has existing relationships with other disciplines available to assist in projects needing these fields of expertise. That said, the firm is aware and agrees that it has the responsibility to ensure that the subconsultants comply with the contract requirements. The firm also acknowledges that the Town must pre-approve all subconsultants as needed for this contract. The firm is open Monday through Friday for general planning needs and can be available upon request as needed for strategic planning sessions which may fall on weekends. The firm follows the holiday schedule for each municipality with which it contracts. When any staff is out for vacation or sick time, there is always coverage to respond to any inquiries from its contracted municipalities.

The firm is qualified and has direct experience and knowledge for each of the tasks outlined in the Scope of Services:



A. Long Range Planning - BCLA is experienced in all aspects of Comprehensive Planning and ready to provide the Town with every step of the process from drafting the Comprehensive Plan, presenting to the public and elected officials and taking the plan through to adoption and acceptance by the Department of Economic Opportunity.



BCLA is eager to begin the Evaluation of the Town's Comprehensive Plan. As with previous EAR-based amendments, the Firm has developed a proven approach that begins with developing a matrix of all changes in Florida Community Planning Law so that it clear to all stakeholders where the plan needs amended in order to make it compliant with current Community Planning Law. This includes updating the Data, Inventory and Analysis and any Goals, Objectives and Policies. (See Attachment #1 for an example of the Matrix utilized in the Town of Port St. Lucie Comprehensive Plan Amendment.) A key area of focus will be to respond to changes in Florida law related to the Perils of Flood. This matrix proved helpful while completing the City of Port St. Lucie's plan when conferencing with the DEO. The matrix made it clear how the City responded to these new requirements of 2015 and that each facet of the law had been addressed.

BCLA has a unique perspective which makes it superior to other planning firms. Each of the firm's planners have actually worked for local government. So, the firm understands that when delivering a planning product, it must be all-inclusive. To that end, the firm provides ALL aspects of the project. As with recent comprehensive plan projects, the firm not only prepared all agenda packets, presented them to the local government but also drafted all cover letters, made all copies and mailed all required copies to the DEO and reviewing agencies. Delegating back to the client does not happen with BCLA.

B. Land Development Regulations, Zoning and Drafting Related Ordinances - BCLA is already familiar with the Town's LDRs with a recent project and has already identified areas of the code that it recommends be amended. While reviewing and preparing the staff report, the firm identified an issue with the timeline for scheduling of a project's Public Workshop. So, the firm is ready with recommendations to discuss with the Town Manager, Attorney and Engineer as well as draft these changes and prepare them for adoption.

C. Professional Consultation land development issues (e.g., site plans, special exceptions, temporary uses) - BCLA has extensive experience with site plan review as well as preparing staff recommendations for variances, alternative compliance requests, special exceptions, temporary uses and conditional uses. The firm's principal has prepared reports for each of these scenarios as well as review the work of other planners who prepared these.

D. Interpretation of the Town's Zoning Code and issuance of official interpretations - As stated in section B, the firm is familiar with the Town's Zoning codes, has issued official interpretation of the Town's code and conferenced with the Town Attorney in this interpretation.

E. Provide direction and guidance on all planning projects and issues - The firm is ready to direct the Town's planning effort and assist Town staff with projects and issues as they arise. The Firm was contracted to set up the Planning Department for Florida's newest municipality, the Village of Indiantown. This was a monumental task as this included developing processes and procedures; forms; fee schedules, just to name a few. The Firm is experienced with implementing Land Development Regulations as they relate to site plan review for development applications, zoning review for building permits and customer service desk support to provide the public with parcel data. The Firm has provided planners to local government on a contracted basis including review of development applications; annexations; business tax receipts, conditional use permits, alternative compliance requests, sign permit review, Special Event permit applications and process, variance requests and zoning confirmation letters. The Firm has also assisted local governments with streamlining processes to provide better customer service to the public. As the Village of Indiantown's contracted Planning Director, the Firm was on-call as planning matters and general inquiries from the public arose. While the senior planner, under the direction of the firm's principal, answers the basic zoning questions, the firm's Principal provides more detailed analyses.

F. Perform planning studies - While working with Indiantown, the Firm drafted the Finding of Necessity report, pursuant to Section 163.355 Florida Statutes, which includes data reporting and analysis. In addition, the Firm's principal has updated numerous planning studies such as Congestion Management Process with the Martin Metropolitan Planning Organization, as well as Data, Inventory and Analysis for the Comprehensive Plans for Indiantown and Port St. Lucie.

G. Attend staff meetings, Town Commission meetings and other Town board meetings, upon request - The Firm has extensive experience with preparing presentations to local government and will be available to attend night and possibly weekend meetings.

H. Meet with residents, developers, architects, landowners and the general public, as needed - The Firm's principal and senior planner have numerous years of experience responding to inquiries from the general public, developers and other professionals as needed.

I. Perform other planning duties as assigned or directed by the Town Manager or the Town Commission - The Firm is ready to respond and address any planning duties as directed by the Town Manager or Town Commission.

Value Add and Cost Containment Approaches

As stated previously, the Firm provides all services related to a project and never delegates back to local government staff. The firm's role is to supplement the lean staff of the Town, improve response times and provide excellent customer service to the public and staff. In addition to typical planning services such as site plan review and comprehensive planning, the Firm has expertise in:

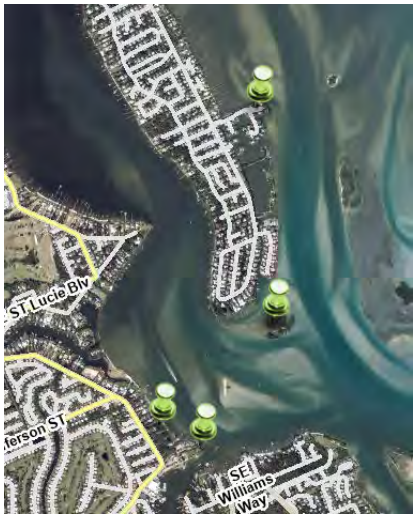


Workshop Facilitation – The Firm has a proven track record in facilitating engaging, meaningful and interactive public workshops that meet the needs of each neighborhood. Public engagement must be approached through a multitude of presentation tools in order to meet the needs of various learning styles.



Project Management – The Firm is experienced with managing public construction projects from concept, to design, to construction. One such project was published in the National Planning Magazine, giving Martin County national exposure for an innovative project. The article "Breaking Down the Jersey Barrier" featured a redevelopment project along the Port Salerno waterfront. The Port Salerno Gateway project created a beautiful canvas for local art when she collaborated with the engineering department to safely remove a Jersey Barrier to provide a plaza area and more beautiful connection to the waterway. (See attachment #2 Planning Magazine.)

Geographic Information Services (GIS) – BCLA has an ongoing collaboration with a local GIS and engineering firm to provide these services to local government as the need arises. The Firm, through its collaboration with Northstar Geomatics, is prepared to provide expert mapping, data collection and GIS database management services. Government officials must maximize the lifespan and performance of their assets while meeting the increasingly stringent federal and state requirements – all while containing costs. The Town of Sewall's Point can rest assured that projects by BCLA and its subconsultant will result in accurate, geographic data and mapping of existing land uses, construction parameters, specify utility locations/easements, and much more.



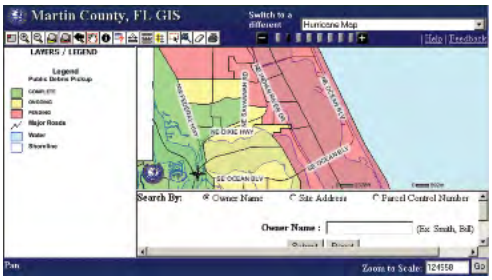
Cost Containment Approach

To avoid unexpected expenses for both the firm and the client, BCLA dedicates time in the Task Order and Project Scoping phase to ensure all aspects of a project are accounted for with a detailed task, itemized with a cost "not to exceed." In its history, the Firm has not asked for change orders and understands the importance of budget planning to local government. Therefore, the Firm avoids the client dealing with the hassle of budget amendments. Throughout the project, the Firm's Principal and Office Manager monitor the project's progress, thereby avoiding any unexpected expenses to which the municipality has not prepared.

Innovative Concepts and Alternative Ideas



Two of the qualities that set BCLA apart from other firms are the Firm's extensive public sector experience and public engagement. The team's working relationships with cities and counties makes them uniquely qualified in managing the needs and expectations of all stakeholders such as Town staff, administration, elected officials and the general public. One of the keys to successful public engagement is the use of live polling equipment to get even the shyest of participants involved. In 2019, BCLA received a grant from the Business Development Board of Martin County to purchase an audience response system. These polling devices connect to a PowerPoint format and allow the participants to see the results of their input live and in real-time. The Firm will utilize this interactive equipment to display live feedback on knowledge and opinions of the audience; inclusive of live graphs showing minute by minute opinions and preferences as questions are displayed.



BCLA's GIS subconsultant, Northstar Geomatics, has experience in utilizing GIS mapping to track government assets and inventory. In 2004, Martin County endured one of the most devastating storm seasons in recorded history, with two major hurricanes (Frances and Jeanne) making landfall in the county within a three-week period. NorthStar Geomatics assisted Martin County in obtaining more than $17 million in cost reimbursement for debris removal. NorthStar's documentation would later become critical in successfully resolving an issue involving a denial from FEMA for $3.45 million of this cost reimbursement.

Attachment #1 Comprehensive Matrix Example

Year/ Status	Reference	Details	Category	Area/Elements	Comments
2015	Section 163.3178, Coastal Management Element (Chapter 2015-69, section 1, Laws of Florida)	Reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.	Change	Infrastructure	Add Policy Policy Policy 4.C.1.1.4: regarding consistency with Program Policies of Federal Insurance Administration
2015	Section 163.3178, Coastal Management Element (Chapter 2015-69, section 1, Laws of Florida)	Reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.	Change	Infrastructure	Add Policy Policy Policy Policy 4.C.1.4.4: develop short; intermediate and long range goals for adaptive management
2015	Section 163.3178, Coastal Management Element (Chapter 2015-69, section 1, Laws of Florida)	Reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.	Change	Infrastructure	Add Policy Policy Policy 4.C.1.1.5 regarding construction meets or exceeds FEMA standards.

Breaking Down the (Jersey) Barriers

Building something beautiful and safe on a Florida waterfront. *By* Bonnie Landry, AICP

IT ALL STARTED IN FEBRUARY 2011 AS A CHALLENGE FROM MY COWORKER, Edward W. Erfurt IV, an urban designer. He and I were on a site visit to Port Salerno, Florida, on a bridge overlooking a canal where public art was soon to be installed. As my colleague gazed at the site, he commented on the poor quality of the art "canvas," an 80-foot-long, solid concrete Jersey barrier at the water's edge. "It's too bad that we are installing the art there," he said. "I wonder if we could convince the engineering department to take that barrier down."

The challenge was on

Port Salerno, on the east coast of Florida, north of West Palm Beach, is home to the last commercial fishing dock in Martin County. The waterfront community is known for its beautiful water access and is designated as a Florida Waterfront Community by the Waterfronts Florida Program. That initiative helps the state's coastal communities to revitalize their working waterfronts by providing resources and technical assistance in four priority areas: public access, hazard mitigation, environmental and cultural resources protection, and enhancing the viable traditional economy.

Now Port Salerno is also home to a waterfront pedestrian plaza that has spurred local business development and provided even better access to the water.

The Manatee Pocket Gateway project resulted from an ongoing partnership between a multidisciplinary team and an innovative community redevelopment agency. Government, the private sector, businesses, and residents came together to make this project possible.

Crafting the concept—and the team

Before approaching the county engineering department, we needed information. What questions would the engineers have? What safety concerns would there be?

As an urban designer and a professional planner in the Martin County Community Development Department, my colleague and I both saw the potential benefit of opening the access and view to the beautiful waterfront. We were concerned, though, that our engineering counterparts would just see the waterway as a hazard. After all, the Jersey barrier is there for safety: to keep cars and pedestrians from falling into the water.

I asked my colleague to make a rough sketch that could be used as a visual when we met with key decision makers. We met the traffic engineer and deputy county engineer on-site—with the sketch and a measuring tape in hand. At this meeting we determined that the project was feasible if four on-street parking spaces were sacrificed—to make a larger plaza and keep adequate separation between cars and people. The engineers also recommended adding an eight-inch vertical curb for safety's sake. This first and biggest hurdle went very smoothly—which was encouraging.

We then approached the director of our agency, Kev Freeman. He loved the idea and gave us the green light to proceed with a full design. Enter Keith Pelan, AICP, a planner and landscape architect. Using the original sketch, he developed a more detailed concept and storyboard to use in our meetings with stakeholders.

The idea was this: Replace the solid barrier with a railing that both incorporated the public art and was transparent enough to let people feel connected to the water. His design also considered required distances between the travel lane, pedestrians, and the waterway. This distance was easy to achieve by transforming parking spaces into a public plaza. The speed limit for this road was already at 35 miles per hour, which would be compatible for the plaza. To provide the new canvas, the sketch suggested dividing the art into two pieces that would attach to a cable railing.

The resulting concept was a 1,580-square-foot pedestrian plaza measuring 117 feet by 13.5 feet. It included key nautical elements such as shade structures shaped as stingrays, bollards shaped as lighthouses, and benches with bridge-shaped base elements that honored the project's waterfront location.

A water-themed gate would connect pedestrians to the rest of the Manatee Pocket Boardwalk, which wraps around the popular waterway. The consultant also included a cable railing along the water that was designed to meet the engineers' safety requirements.

The plaza and boardwalk, completed this year, cost $275,000. Funding came from a combination of tax increment financing and public art grants.

Consensus building

The key to the success of any project is inclusion of all of the stakeholders. The new plaza would be adjacent to a successful waterfront restaurant, Manatee Island Bar and Grill. What better place to hold the first meeting? In attendance were the restaurant owners, the artist, the urban designer, the landscape architect, the deputy county engineer, and me, the planner.

It was important to put all the concerns on the table and address each one. Not surprisingly, the restaurant owners were concerned about reduced parking (from the loss of four on-street parking spaces). We assured them that the greater visibility and improved access to the restaurant would more than make up for the decrease in parking spaces.

With increased foot traffic and the new access point from the plaza, the restaurant owners agreed to install an additional hostess stand. County staff assured them that the contractor would do the loudest and dustiest portions of construction at times other than the lunch and dinner rush hours.

While stakeholder outreach was proceeding, artist Sue Lampert was busy modifying the artwork to fit the new design. Her original concept involved a solid aluminum gate embellished with various sea creatures that would be welded to the existing Jersey barrier. In the new concept—with the Jersey barrier removed—the smaller fish would be inlaid in the concrete plaza and other sea life would be affixed to the concrete pedestals holding the shade structures.

To marry the new art with the bridge, it was proposed that the artwork be divided into two pieces, creating a gate that would lead to a ramp along the bridge and down to a boardwalk next to the restaurant. While it did take some doing to convince the artist that the change from one solid piece to a two-piece gate would still honor her original design, Keith Pelan's rendering was so detailed that she could easily envision how the art piece would actually be enhanced.

With no new objections from the engineering department, the concept went to the Port Salerno Neighborhood Advisory Committee and the Community Redevelopment Agency board. Both groups unanimously supported the project.

The strong lines of communication between the project manager, the artist, the business owners, the engineering department, and the landscape architect continued as the project progressed. This included daily e-mails, phone calls, and site visits. Without this collaboration, the project would never have been completed.





Port Salerno's new plaza is a huge improvement. Ocean-themed public art defines the space and a cable railing opens up views and access to the celebrated waterfront.

PHOTOS COURTESY MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

Ultimately, a success

Construction got under way in November 2011 and was managed by Sarah Henke, the CRA's civil engineer, who has extensive experience in context-sensitive design. Near the end of construction, I received a call from the restaurant owners. They were so happy with the project that they offered to pay for the construction of a boardwalk next to their business that would end at the newly installed Manatee Pocket Gateway. As the CRA already had plans to construct the extension, the owners benefited from a fully designed and permitted project, while the CRA saved construction costs—a win-win result.

When completed, the project got rave reviews from the residents, elected officials, the artist, the engineers, and the surrounding businesses. The restaurant owners reported a 25 percent increase in business because patrons could enter the establishment directly from the Manatee Pocket Gateway. Now the restaurant owners place several dining chairs along the edge of the plaza, using it as an extension of their business.

This project has taught me a valuable lesson, namely that the key to a successful community project is to include the stakeholders early on and throughout the process. I also learned that with visioning, partnership, and creativity, opportunities can be found in the most unlikely places. Even a place as mundane as four on-street parking stalls and a Jersey barrier can become something special. ■

Bonnie Landry is a senior planner in Martin County, Florida. She is also accredited by the Congress for the New Urbanism.

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

E) Litigations or Terminations

There has been no litigation filed against this firm (Bonnie C. Landry and Associates P.A.) nor any of its key personnel ever and including the past five (5) years.

The firm, nor any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership.

There have been no criminal violations and/or convictions of the firm nor any of its principals.

State of Florida
Department of State

I certify from the records of this office that BONNIE C LANDRY AND ASSOCIATES, PA is a corporation organized under the laws of the State of Florida, filed on March 30, 2018, effective March 29, 2018.

The document number of this corporation is P18000030604.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 16, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2020

Secretary of State

Tracking Number: 7262205373CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CNU

The Congress for the New Urbanism
on the nomination of the faculty of the
University of Miami
School of Architecture
recognizes

Bonnie Landry

as a CNU Accredited Member

DATE

October 28, 2011

ELIZABETH PLATER-ZYBERK
Dean
University of Miami
School of Architecture

JOHN NORQUIST
President and CEO
Congress for the
New Urbanism

This certificate hereby qualifies

Bonnie C. Landry, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct

Certified Planner Number 024392

Paul Farmer, FAICP
Executive Director and CEO

Paul Anderson, AICP
President

APA
The American Planning Association
Professional Institute
American Institute
of Certified Planners
Making Great Communities Happen

Stuart

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2020-2021

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
13516	29800	190010

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

BUSINESS TYPE	UNCLASSIFIED
OWNER AND LOCATION	LANDRY, BONNIE C 615 SW SAINT LUCIE CRES 101-207
ST/CTY LICENSE	024392
DESCRIPT	

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

TAX	PENALTY	TRANSFER	MISCELLANEOUS	PAID
70.00	0.00	0.00	0.00	70.00

BUSINESS NAME AND MAILING ADDRESS	BONNIE C LANDRY & ASSOCIATES LANDRY, BONNIE C 615 ST. LUCIE CRESCENT SUITE 207 STUART FL 34994

DATE
09/29/2020

MARY KINDEL
CITY CLERK

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
S T GOOD INSURANCE INC OF FLORIDA 21224228 2501 SE AVIATION WAY SUITE H STUART FL 34996	PHONE (A/C, No, Ext): (772) 287-3625	FAX (A/C, No): (772) 287-3516
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED BONNIE C LANDRY AND ASSOCIATES PA 615 SW SAINT LUCIE CRES STE 201 STUART FL 34994-2860	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			21 SBM TY5671	08/30/2020	08/30/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			21 SBM TY5671	08/30/2020	08/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			21 SBM TY5671	08/30/2020	08/30/2021	Each Claim Limit Aggregate Limit	$10,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Village of Indiantown
16550 SW WARFIELD BLVD
INDIANTOWN FL 34956

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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BONNIE C LANDRY AND ASSOCIATES PA (099567132)

SAM.gov profile Last update 11/12/2019 at 06:00 PM

DBA:

DUNS: 099567132

CAGE: 8EYY9

Mailing Address: 615 SW SAINT LUCIE CRES
STE 201
STUART, FL 34994-

Business Contact: BONNIE LANDRY

Email: bonnie@bclandry.com

Phone: 7722015052

Address: 336 SW RIDGE LANE STUART, FL 34994-7126

Corporate URL:

Current Programs:
Women-Owned Small Business

Entity Owned: No

Women-Owned Small Business

Status: Active

Application packages

Application package	Type	Program Participation Status	Submission Date	Expiration Date	Decision	Action
WOSB Self-Certification	Certificate	Active	11/25/2019	11/24/2020	Self Certified	

EXHIBIT B

QUALIFICATIONS SUBMITTAL FORM

1. SUBMITTING FIRM NAME: Bonnie C. Landry and Associates

2. PRIMARY OFFICE LOCATION: 615 SW Saint Lucie Crescent, Suite 201, Stuart, FL 34994

3. TELEPHONE NUMBER: (772) 266-9427

4. EMAIL: bonnie@bclandry.com

5. TYPE OF FIRM:
CORPORATION S-Corporation INDIVIDUAL _____ OTHER _____

6. IF CORPORATION, COMPLETE THE FOLLOWING:

   A. Date Incorporated: March 30, 2018

   B. State Incorporated: Florida

   C. Date Authorized in Florida: March 30, 2018

   D. President: Bonnie C. Landry

   E. Vice President: N/A

   IF PARTNERSHIP, COMPLETE THE FOLLOWING:

   A. Date organized: N/A

   B. Type: General N/A Limited N/A

   C. Name of Partners N/A

7. SECRETARY OF STATE'S CHARTER NUMBER P18000030604
(Attach Copy)

8. FEDERAL EMPLOYERS IDENTIFICATION NUMBER 82-5080864

9. PROFESSIONAL LIABILITY INSURANCE? YES x NO ____
IF YES, ANSWER THE FOLLOWING:

____ A. Policy Number: 21SBMTY5671

____ B. Company Name: The Hartford

____ C. Amount: 1,000,000

_____ D. Expiration Date: 08/30/2020

10. WHAT IS YOUR PRIMARY BUSINESS? Urban Planning

I, the undersigned, certify that any and all information contained in this Qualifications submitted in response to the RFQ is true. I certify that this Qualifications is made without prior understanding, agreement, or connections with any other corporation, firm or person and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions and certifications of the RFQ, and certify that I am authorized to sign on behalf of the firm.

Bonnie C Landry

AUTHORIZED SIGNATURE

Principal

TITLE

Bonnie C. Landry

PRINT NAME

11-23-20

DATE

EXHIBIT C

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR QUALIFICATIONS OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Bonnie C. Landry and Associates

COMPANY OR INDIVIDUAL NAME

Bonnie C Landry

AUTHORIZED SIGNATURE

Bonnie C. Landry

NAME (PRINT OR TYPE)

Principal

TITLE, IF A COMPANY

EXHIBIT D

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Bonnie C. Landry and Associates I certify that Bonnie C. Landry and Associates complies fully with the above requirements.

Bonnie C Landry
Authorized Representative's Signature

11-23-20
Date

Bonnie C. Landry
Name:

Principal
Position:

EXHIBIT E

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, Bonnie C. Landry, on behalf of Bonnie C. Landry and Associates (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: Bonnie C Landry Date: 11-24-2020

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was sworn to (or affirmed) and subscribed before this 24th day of November, 2020, by Bonnie Landry, who is the _____ of _____, who is personally known to me or who has produced FL Drivers License as identification.

AMY M RICHIE
Notary Public - State of Florida
Commission # GG 931265
My Comm. Expires Nov 12, 2023
Bonded through National Notary Assn.

NOTARY PUBLIC
Printed Name of Notary Amy M Richie
My Commission expires: 11/12/2023

EXHIBIT F

STATE OF FLORIDA
E-VERIFY

Contract No: RFQ NO. 2020-003GPS
Financial Project No(s): RFQ NO. 2020-003GPS
Project Description: RFQ GENERAL PLANNING SERVICES

Vendor/Firm acknowledges and agrees to the following:

Vendor/Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. Shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

Company/Firm: Bonnie C. Landry and Associates

Authorized Signature: Bonnie C Landry

Title: Principal Date: 11-23-20

EXHIBIT "G"

REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Town of Sewall's Point

Address: 1 Sewall's Point Road, Sewall's Point, FL 34996

Phone No.: (772) 287-2455 Fax: (772) 220-4765

Contact Person Name: Michelle Berger Title: TOWN MANAGER

Description of services: Current Planning -

Contracted to review a Preliminary Site Plan application; developed review checklist; Routed application to other departments; Will present this project at a future Town Workshop.

Completed on time: Yes ✓ No ___ (explain:_____).

Completed within budget: Yes ✓ No__ (explain:_____).

#2 REFERENCE

Name of Client: City of Port St. Lucie

Address: 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL. 34984

Phone No.: (772) 873-6350 Fax: (___)_____

Contact Person Name: Patti Tobin, AICP Title: Comprehensive Plan Admin.

Description of services: Comprehensive Planning -

Conducted the Evaluation, Appraisal Review of the Comprehensive Plan; updated data, inventory and analysis; Updated Goals, Objectives and Policies to comply with current Commumity Planning laws. Presented to City Council and received unanimous approval and DEO compliance.

Completed on time: Yes ✓ No ___ (explain:_____).

Completed within budget: Yes ✓ No__ (explain:_____).

#3 REFERENCE

Name of Client: Village of Indiantown

Address: 15516 SW Osceola St Suite B, Indiantown, FL. 34956

Phone No.: (772) 597-9900 Fax: (___)_____

Contact Person Name: Howard W. Brown, Jr., ICMA-CM Title: Village Manager

Description of services: Comprehensive Planning -
Developed the Inaugural Comprehensive Plan for the Village of Indiantown. Conducted numerous public workshops. Prepared the Goals, Objectives and Policies; prepared the data, inventory and analysis; Received unanimous approval by Council and in compliance by DEO.

Completed on time: Yes ✓ No ___ (explain: Completed ahead of State deadline.).

Completed within budget: Yes ✓ No__ (explain:_____).

#4 REFERENCE

Name of Client: Village of Indiantown

Address: 15516 SW Osceola St Suite B, Indiantown, FL. 34956

Phone No.: (772) 597-9900 Fax: (___)_____

Contact Person Name: Althea P. Jefferson, AICP Title: Community & Economic Development Director

Description of services: Current Planning -
Staffed the planning department which included developing processes and forms; reviewing building permits and development applications; provided staff review of a variance provided timely responses to public inquires regarding land regulations.

Completed on time: Yes ✓ No ___ (explain:_____).

Completed within budget: Yes ✓ No__ (explain:_____).

#5 REFERENCE

Name of Client: City of Port St. Lucie

Address: 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL. 34984

Phone No.: (772) 873-6379 Fax: (___)_____

Contact Person Name: Teresa Lamar-Sarno, AICP Title: Former Village Manager (Indiantown) (Current) Assistant to the City Manager for Development Services

Description of services: Current Planning -

Provided interim staffing to the Planning and Zoning Department during a staffing shortage;

Reviewed sign permits and provided timely response to public inquiries.

Completed on time: Yes ✓ No ___ (explain:_____).

Completed within budget: Yes ✓ No__ (explain:_____).

EXHIBIT H

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Bonnie C Landry
AUTHORIZED SIGNATURE

Principal
TITLE

Bonnie C. Landry
PRINT NAME

11-23-20
DATE

TOWN OF SEWALL'S POINT
CONTINUING CONTRACT FOR
PLANNING SERVICES

This Continuing Contract for General Planning Services ("Contract") is made on the ____ day of _____, 2020, between the **Town of Sewall's Point**, a Florida municipal corporation ("Town") and **Bonnie C. Landry and Associates, PA**, a Florida corporation ("CONSULTANT").

WHEREAS, the Town issued Request for Qualifications (No. 2020-003) for "General Planning Services" in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ") which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the "Qualifications") and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT's Qualifications and experience to provide general planning services for the Town on a continuing basis; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with general planning services as described in the RFQ ("Services").

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any Services identified herein.

1. Projects. When the Town identifies a need for the CONSULTANT's Services for a specific project, the Town will request a proposal from the CONSULTANT to provide the Services requested. The CONSULTANT's proposal shall be based on the CONSULTANT's fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for Services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT's proposal submitted to the Town. Upon receipt of the CONSULTANT's proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified Services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the Services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

2. Planning Services. The Town may engage the CONSULTANT, as needed, for general

planning services through the issuance of a task order for such Services (the "Task Order"). The Task Order shall authorize the CONSULTANT to perform such Services when needed and upon the request of the Town Manager or Town Commission. The Task Order shall include a not-to-exceed amount for such Services for the existing fiscal year or other approved time period, and the CONSULTANT's fees for such Services shall be based upon the fee schedule in **Exhibit A**.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Commission and execution by the Mayor and shall have an initial term of three (3) years with continuing automatic renewals for successive one (1) year periods unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first three (3) years of this Contract. After the first three (3) years, the CONSULTANT may request a reasonable change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Commission and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Commission (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Martin County. CONSULTANT shall not be reimbursed for travel within Martin County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subconsultants, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

E. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services, the Town and CONSULTANT will meet and negotiate a reasonable fee for such

services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

F. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this Contract pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT’s receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town’s inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its

performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Commission or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel. The Town reserves the right to pre-approve all subconsultants, if any, for any services performed under this Contract.

I. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Town of Sewall's Point

Standards of Conduct Procurement Policy, Code of Ordinances or as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

J. Status as an Independent Contractor: The status of the CONSULTANT under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

K. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

L. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data and other information relating to the Project, if any.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the Town shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the Town deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten

(10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within fifteen (15) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the Town, its commission members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of

this Contract. The CONSULTANT's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. The CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Neither the CONSULTANT nor the Town nor either party's suppliers, agents, officers, employees and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The "Town of Sewall's Point, its commissioners, employees, agents and affiliates" shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant's insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Contract, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the Town will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Nineteenth Judicial Circuit Court, in and for Martin County, Florida, for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Bonnie C. Landry and Associates, PA
Attn: Bonnie C. Landry, President
615 S.W. Saint Lucie Crescent, Suite 201
Stuart, FL 34994

All notices to the Town shall be sent to:

Town of Sewall's Point
Attn: Michelle Berger, Town Manager
1 S. Sewall's Point Road
Sewall's Point, FL 34996.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making

of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 15 – PUBLIC ENTITIES CRIMES; DISCRIMINATORY VENDOR LIST

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Contract have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

CONSULTANT acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

ARTICLE 16 - NONEXCLUSIVE CONTRACT

This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto and

any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); Exhibit "A", Exhibit "B"; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. **Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Contract.**

F. Counterparts: This Contract and all task orders may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

I. Scrutinized Companies:

1. By its representative's signature below, CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
2. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
3. The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals.
4. The CONSULTANT agrees that if it or any of its subconsultants' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the Town of the same.
5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 18 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

A. Keep and maintain public records required by the Town to perform the service.

B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.

D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (772) 287-2445, ASTONCIUS@SEWALLSPOINT.ORG, or 1 SOUTH SEWALL'S POINT ROAD, SEWALL'S POINT, FL 34996.

ARTICLE 19 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract on behalf of the party for whom she is signing. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for General Planning Services on the day and date first above written.

TOWN OF SEWALL'S POINT

By: _____
Kaija Mayfield, Mayor

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Town Attorney

CONSULTANT: **BONNIE C. LANDRY AND ASSOCIATES, PA**

By: _____
Bonnie C. Landry, AICP
President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by **Bonnie C. Landry**, as **President of Bonnie C. Landry and Associates, PA**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

EXHIBIT A

BONNIE C. LANDRY AND ASSOCIATES, PA
HOURLY FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for General Planning Services

TASK ORDER NO._____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 202__, between the **Town of Sewall's Point**, a Florida municipal corporation located at 1 S. Sewall's Point Road, Sewall's Point, FL 34996 ("Town") and **Bonnie C. Landry and Associates, PA,** a Florida corporation ("Consultant").

1.0 Project Description:

The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the Town is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the

Manager.

7.0 Town Authorization

This Task Order is issued pursuant to the Continuing Contract for General Planning Services between the Town of Sewall's Point and the Consultant, dated _____, 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF SEWALL'S POINT

By: _____
Kaija Mayfield, Mayor [If > $10,000.00]
Michelle Berger, Town Manager [If <$10,000]

ATTEST:

_____
April Stoncius, CMC, Town Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Town Attorney

Consultant: **BONNIE C. LANDRY AND ASSOCIATES, PA**

By: _____
Bonnie C. Landry, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Bonnie C. Landry**, as **President of Bonnie C. Landry and Associates, PA**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

_____
Notary Public

TOWN OF SEWALL'S POINT

TO: **Commissioners**

FROM: **Michelle Berger, Town Manager**

SUBJECT: **Land Acquisition Discussion**

Commission Meeting Date: December 15, 2020
Town Commission Priority: Finance & Environment

Background

This is a continuation of the discussion to potentially acquire land for the Homewood Outfall project. This land would allow for easement and possibly additional stormwater treatment area. The easement is necessary and mandatory to satisfy the requirements for the Hazard Mitigation Assistance Program Grant for drainage improvement, project #4283-58-R. The possibility for additional storage capacity by gaining land for an STA may offer added "points" when grantors review, leading to potentially more grant funds.

A recent conference call with the DEP Project Manager for our project gave strong indication that reimbursement for land acquisition is possible if the deadline of December 31, 2020 is met. To meet this deadline, an agreement for land would have to be reached, then design and permitting complete and all work submitted to DEP by the December 31, 2020 date. Design and permitting timelines will be difficult to control so it is important that decisions for acquisition are made as soon as possible.

Property owner Medalist Builders was the first to show interest in working with the Town for additional stormwater treatment areas (STA) as well as an easement for an outfall. This property, located at 80 S. Sewall's Point Road, is currently vacant but actively permitting to build a home within the eastern portion of the property. During the October meeting, the Commission voiced their openness to this project and conceded it must follow laws for land acquisition and appraisals. The property owner requested $460,000 for the easement and the STA land. The appraisal came in at $350,000.

Property owner Virginia Reilly contacted the Town to express her interest in providing the same STA and easement opportunity. Her property is 78 S. Sewall's Point Road, which is next to the original property the Commission had considered. The appraisal came in at $362,000. At the time of authorship of this memo, no new negotiations or contract have been produced.

Tasks Completed

Appraisals for both properties are complete.
Site plans for potential STA and outfalls are complete.

Budget Impact

The Finance Director has prepared projections / forecasts on impacts to the cash flow and budget as part of the October meeting.

Recommendation

Town Engineer recommends approval of the acquisition of land for additional STA capacity.
Staff recommends the acquisition of land for easement at a minimum to deal with drainage improvement.

An Appraisal of

The Property Located at
80 S. Sewall's Point Road
Sewall's Point, Florida 34996



Requested By

The Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996

As of

October 27, 2020

By

Stephen D, Shaw, MAI, AI-GRS
Bryan A. Neill, MAI

Since 1972

Callaway & Price, Inc.

Real Estate Appraisers & Consultants
Licensed Real Estate Brokers

FILE #20-81522

110 - CERTIFICATE OF VALUE

Attachment 1

CERTIFICATE OF VALUE

Item/Segment:	N/A
State Road:	N/A
County:	Martin
Managing District	N/A
FA No:	N/A
Parcel No:	N/A

We certify to the best of our knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased, professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. We have made a personal inspection of the property that is the subject of this report and we have afforded the property owner the opportunity to accompany us at the time of the inspection. We have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. We understand that this appraisal is to be used in connection with the acquisition of land for drainage purposes.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for highway purposes; and, to the best of our knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. We have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Town of Sewall's Point and we will not do so until authorized by Town officials or until we are required by due process of law, or until we are released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, we acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Town without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon our independent appraisal and the exercise of our professional judgment, our opinion of the market value for the part taken, including easements and net severance damages after special benefits, if any, of the property appraised as of the 27th day of October, 2020 is: $350,000.

Market Value should be allocated as follows:

Land	$ 316,000
Improvements	$ 0
Net Damage &/Or Cost to Cure	$ 34,000
Total	$ 350,000

Land Area	10,062 SF
Land Use (H&BU as vacant)	Residential Dev.

November 9, 2020	Stephen D. Shaw, MAI, AI-GRS Digitally signed by Stephen D. Shaw, MAI, AI-GRS DN: cn=Stephen D. Shaw, MAI, AI-GRS, o=Cert Gen RZ1192, ou, email=s.shaw@callawayandprice.com, c=US Date: 2020.11.09 16:13:13 -05'00' Stephen D. Shaw, MAI, AI-GRS Bryan A. Neill, MAI Digitally signed by Bryan A. Neill, MAI DN: cn=Bryan A. Neill, MAI, o=Cert Gen RZ2609, ou, email=b.neill@callawayandprice.com, c=US Date: 2020.11.09 16:14:52 -05'00' Bryan A. Neill, MAI
Date	Appraisers

Callaway & Price, Inc.

Real Estate Appraisers and Consultants
Licensed Real Estate Brokers
www.callawayandprice.com

SOUTH FLORIDA

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Jupiter, FL 33458
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Fax (772) 461-0809

Stuart
Phone (772) 287-3330
Fax (772) 461-0809

Stephen G. Neill, Jr., MAI
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Fax (321) 726-0384

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Orlando, FL 32803
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Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
c.philips@callawayandprice.com

Please respond to Treasure Coast office
E-Mail: s.shaw@callawayandprice.com

November 9, 2020

Ms. Michele Lee Berger
Town Manager
The Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996

Dear Ms. Berger:

Thank you for the opportunity to provide real estate appraisal services regarding the property located at 80 S. Sewall's Point Road, Sewall's Point, Florida. The purpose of this appraisal was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as of October 27, 2020 in an Appraisal Report. We have also estimated the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any.

This report is intended to comply with the reporting requirements under the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition). The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

The Subject Property will be further described both narratively and legally within the following Appraisal Report. A description of the property appraised, together with an explanation of the scope of work, is contained in the body of the attached report.

For your convenience, a detailed Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent. For this appraisal assignment there were no specific extra ordinary assumptions or hypothetical conditions affecting the Subject Property.

In our opinion the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any as of October 27, 2020 is:

$350,000

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The pandemic and subsequent shutdown of the economy has had a negative effect on the national and local economy. The reader is cautioned and reminded that the data presented in this appraisal report is considered the most relevant as of the date of value, however in some cases occurred before this outbreak. Some segments of the market have been negatively impacted by the pandemic. Florida recently moved into Phase 3 of reopening of the economy and economic activity appears to be picking up. It appears the residential market has been one of the least affected property types in this market. As a part of the appraisal assignment, we interviewed several brokers in the area. The majority of these brokers indicated this market has not experienced any significant effects and no real supportable decrease in values. Marketing times were also reported to be typical given a reasonable list price. The main response was potential buyers are leaving heavily populated areas in the Northeast and looking for more secluded areas. The Sewall's Point market fits this destination especially for potential waterfront buyers.

Respectfully submitted,
CALLAWAY & PRICE, INC.

Bryan A. Neill, MAI

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Stephen D. Shaw, MAI, AI-GRS
Cert Gen RZ1192

Bryan A. Neill, MAI

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Bryan A. Neill, MAI
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Attachments

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ADDENDA:

Engagement Letter
Qualifications:
Stephen D. Shaw, MAI, AI-GRS
Bryan A. Neill, MAI

CERTIFICATION ADDENDUM

The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Stephen D. Shaw, MAI, AI-GRS and Bryan A. Neill, MAI have completed the requirements of the continuing education program of the Appraisal Institute.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Appraisal Board.

We have made a personal inspection of the property that is the Subject of this report. On October 27, 2020 an inspection of the Subject Property. We also made a personal field inspection of the comparable sales relied upon in making this appraisal. The Subject and the comparable sales relied upon making this appraisal was as represented by the photographs contained in this appraisal.

Bryan A. Neill, MAI

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11/9/2020

Stephen D. Shaw, MAI, AI-GRS
Cert Gen RZ1192

Date

Bryan A. Neill, MAI

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11/9/2020

Bryan A. Neill, MAI
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Date

115A - GENERAL ASSUMPTIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included, unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.

5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availabilty of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.

6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this reported and should immediately notify us of any questions or errors.

7. The market value reported herein assumes that all taxes and assessments have been paid and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.

8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.

11. Any maps and exhibits in this report may show approximate dimensions and are included to assist the reader in visualizing the Subject Property. Maps and exhibits found in this report are provided for the reader's reference only and no guarantee of the maps and exhibits' accuracy is expressed or implied unless otherwise stated. In making such maps or exhibits we have relied upon client provided information, tax records, our personal inspections, and any provided sub-consultant information and surveys, if provided.

115B - LIMITING CONDITIONS

1. No hypothetical conditions are part of this appraisal assignment.

2. No extraordinary assumptions are part of this assignment.

3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

120 - SUMMARY OF SALIENT FACTS

PROPERTY TYPE	:	Vacant Single-Family Lot
OWNER OF RECORD	:	Medalist Building Group, LLC
PROPERTY LOCATION	:	80 S. Sewall's Point Road, Sewall's Point, FL 34996
DATE OF VALUATION	:	October 27, 2020
DATE OF REPORT	:	November 9, 2020
PROPERTY DESCRIPTION		
LAND	:	38,812 square feet or 0.891 Acres
PARENT TRACT	:	38,812 square feet
PART TAKEN	:	10,062 square feet
REMAINDER	:	28,750 square feet
EASEMENT	:	3,790 square feet
BUILDING	:	None
ZONING	:	R-1, Residential District by the Town of Sewall's Point
LAND USE PLAN	:	Residential by the Town of Sewall's Point
HAZARDOUS WASTE CONDITIONS	:	None Noted
HIGHEST AND BEST USE		
AS VACANT	:	Future development of a single-family residence.

130 - TYPE OF APPRAISAL AND REPORT FORMAT

The Subject Property will be further described both in narrative and legally within the following Appraisal Report.

140 - PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the Fee Simple Estate of the Subject Property. The intended use of this appraisal is to assist the client in decisions regarding the recommended compensation for the property to be acquired, easement, and the damages to the remainder, if any. In the case of the Subject Property, the part to be acquired is a partial taking with the underlying land being considered and a perpetual drainage easement along the northern property boundary. The intended user of the appraisal is the Town of Sewall's Point.

150 - MARKET VALUE DEFINITION

Florida State Road Dept. v. Stack, 231 So.2d859 Fla., 1st DCA 1969

"Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonable be applied."

160 – PROPERTY RIGHTS APPRAISED

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Fee Simple Estate on page 90 as follows:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

No known adverse public or private restrictions affect the site.

175 - SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal was subject to any extraordinary assumptions or hypothetical conditions. This appraisal is not subject to any extraordinary assumptions or hypothetical conditions.

The next step involved the inspection of the Subject Property. Stephen D. Shaw, MAI, AI-GRS and Bryan A. Neill, MAI completed an inspection multiple times in October of 2020. In addition to the inspections of the Subject Property, we began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a neighborhood analysis and property data analysis. We gathered and reviewed information from the Martin County Property Appraiser's office, Town of Sewall's Point planning and zoning department, and interviews with brokers.

Again, only a limited inspection was performed at the client's request. Any underground utilities, irrigation, or additional components were not visible during this inspection. If any underground improvements are located within the take area, the contributory value of these improvements and possible additional cost to cure will need to be considered.

Comparable data was gathered from our files, MLS, Public Records, Real Quest, MapWise, and various sources noted throughout this report. The different publications utilized and persons and titles of persons contacted are listed along with the information given within this appraisal. Confirmation of all sales used within this appraisal was made by contacting local brokers, investors, owners and through physical inspection. Confirmations were with buyers, sellers, property managers, brokers, or attorneys involved with or who had knowledge of the transaction or leasing information. This information is retained in our files and available if necessary.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data-collection process. In this case the Highest and Best Use of the Subject Property is for future development of a single-family residence.

The fourth step was the application of the appropriate techniques for the site valuation. The Parent Tract is a vacant lot. The Sales Comparison Approach only is presented in the valuation.

The Sales Comparison Approach has as its premise a comparison of the underlying land associated with the Subject Property with others of similar location, utility and use that have sold in the recent past. To indicate an underlying land value for the Subject Property, adjustments are made to the comparables for differences from the Subject Property. This procedure typically provides the best indication of Market Value for properties similar to the Subject Property when the market has been active. In order to accurately utilize this approach, we have researched and analyzed similar vacant lots. The resulting analysis is considered to offer a good indication of Market Value for Subject Property. The sales utilized are described in more detail within the Land Value Analysis section. No contributory value of site improvements within the take area was estimated as the Subject Property is a vacant undeveloped lot. Since only one approach to value is utilized, no reconciliation is necessary.

180 - APPRAISAL PROBLEM

The appraisal problem was to estimate the Market Value of the part taken, easement, and damages to the remainder, if any. The value of the part acquired as part of the whole will be estimated. The value of the perpetual drainage easement was also considered. Damages, cost-to-cure, and special benefits, which will be offsetting damages, will also be considered. The site is a single-family vacant lot along S. Sewall's Point Road.

200 – IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

Property Owner Name and Address

The Subject Property is currently owned by Medalist Building Group, LLC. The mailing address is P.O. Box 1067, Palm City, FL 34991.

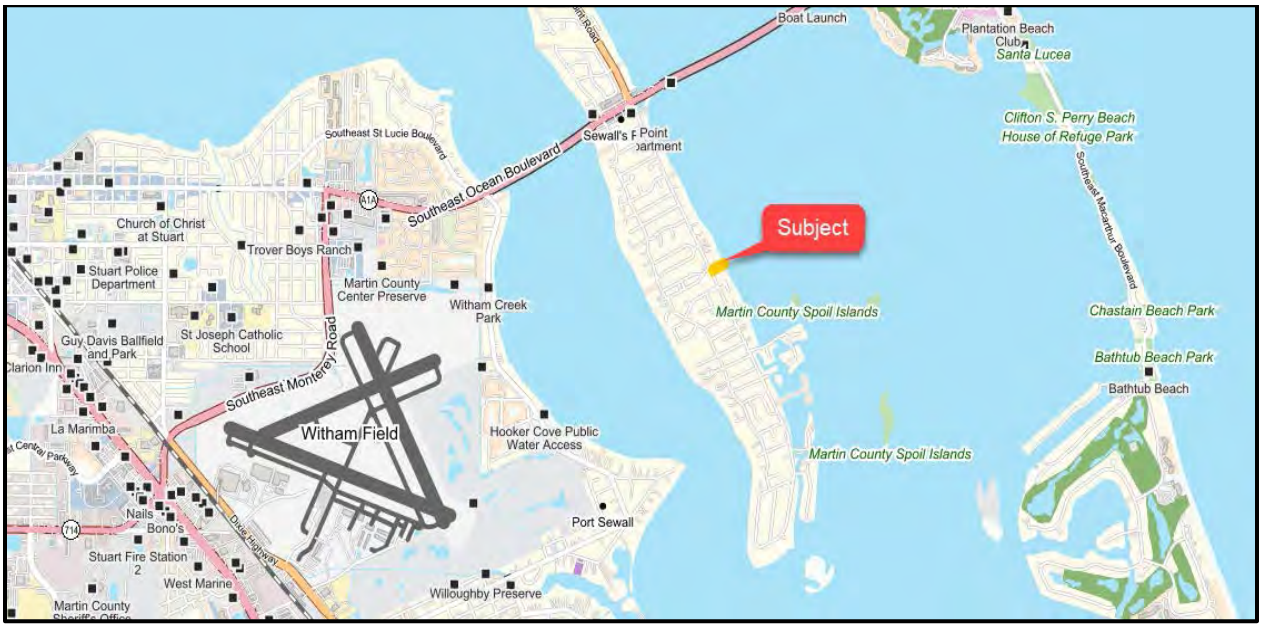
Legal Description

Lot 4, Block A, AMENDED PLAT OF HOMEWOOD, according to the Plat thereof, as recorded in Plat Book 3, Page 35, of the Public Record of Martin County, Florida

Parcel Identification Number: 01-38-41-006-001-00040-6

Subject Property Location

The Subject Property is located on the east side of S. Sewall's Point Road at S. Ridgeview Road. The physical address is 80 S. Sewall's Point Road, Sewall's Point, Florida 34996. A location map is located below for the reader's convenience.



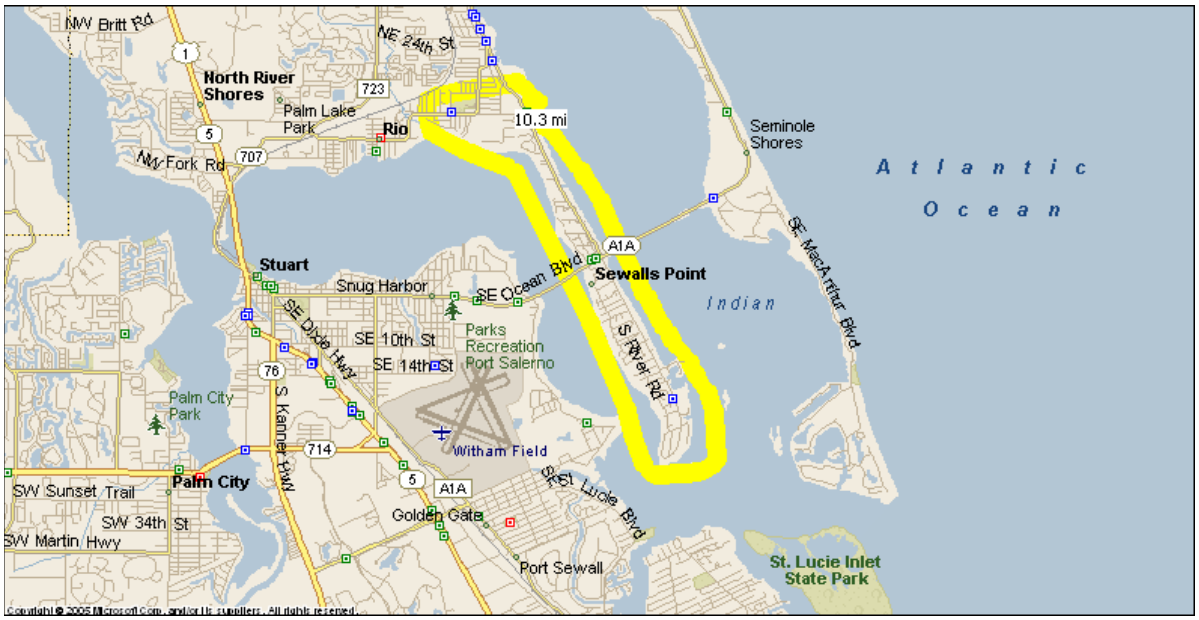
Property Inspection

On October 27, 2020 an inspection of the Subject Property was conducted, at which time no one else accompanied Bryan A. Neill, MAI. Stephen D. Shaw, MAI, AI-GRS, inspected the Subject Property on October 30, 2020.

220 – DESCRIPTION OF AREA AND NEIGHBORHOOD

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



The Town of Sewall's Point a unique peninsula, located between the St. Lucie and Indian Rivers, has a Commission government consisting of five elected Commissioners and a staff that includes the services of a Town Clerk, a Police Department, Building Department and maintenance personnel, all located in Town Hall that includes a sixty seat Town Meeting Hall and a conference room.

The neighborhood is considered to be Sewall's Point. It is a residential area that is bounded on the east by the Indian River, on the south and west by the St. Lucie River and is connected by land on the north to the Martin County unincorporated areas known as Jensen Beach and Rio. This peninsula is 3.5 miles in length and averages 1/3 mile in width. Of the 780 acres comprising Sewall's Point, 766 acres (98.20%) are designated for single-family residential use. The southernmost point of the peninsula lies approximately two miles west of the Atlantic Ocean by way of the St.

Lucie Inlet. Lying easterly across the Indian River is Hutchinson Island and the Town of Stuart is to the west across the St. Lucie River.

The major east/west thoroughfare is State Road A1A (SE Ocean Boulevard), a two-lane paved thoroughfare which leads from the mainland and the City of Stuart to the west to Hutchinson Island and the Atlantic Ocean to the east. The major north/south thoroughfare is Sewall's Point Road, a two-lane paved thoroughfare that leads from Sewall's Point north to the City of Jensen Beach.

The only commercially zoned land within the city limits of Sewall's Point is located on East Ocean Boulevard. The commercial development consists of the Sewall's Point office building, containing approximately 32,000 square feet; the St. Lucie building, an office condominium containing approximately 16,000 square feet; a neighborhood strip center known as Harbor Bay Plaza, containing approximately 61,805 square feet; Premier Realty Real Estate office; and Benihana Restaurant. The aforementioned properties are the total of commercial development within the City of Sewall's Point. Additionally, there is no vacant land for future commercial development.

Harbor Bay Plaza is the only neighborhood shopping plaza within the Subject neighborhood. This shopping center caters to an upper-scale clientele and contains numerous specialty stores. Other neighborhood shopping centers within close proximity to Harbor Bay Plaza are Cedar Pointe Plaza, Cedar Pointe Plaza East, Hutchinson Island Shoppes, Island Shops and the Galleria. In addition to these neighborhood shopping centers, there is a new Publix shopping center located on the Barrier Island, which contains 4,847 square feet of local retail space. The site is located on 13.25 acres, of which 4.21 are usable uplands. The center is known as Seabreeze Shops.

Conclusion

Sewall's Point is strategically located between the City of Stuart and Hutchinson Island and the beaches to the east. It is also situated in close proximity to the St. Lucie Inlet, which makes the waterfront properties highly desirable for boaters. Demand for Sewall's Point properties should remain good for the foreseeable future.

230 – DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES

Site Size, Shape, and Access

The Subject Property is located on the east side of S. Sewall's Point Road at S. Ridgeview Road. The physical address is 80 S. Sewall's Point Road, Sewall's Point, Florida 34996. The Subject is rectangle shaped lot and consists of one legal parcel of record. Access is available along S. Sewall's Point Road. S. Sewall's Point Road is a two-lane paved roadway. The Subject Property is 0.891 acres or 38,812 square feet. The Subject Property has approximately 100 front feet along the Indian River.

The Subject site is a vacant single-family lot. Following is a plat map of the Subject Parcel.



Utilities

All utilities are available to the Subject Property with sewer and water provided by the Martin County Utilities and electricity from FPL. Telephone and cable services are provided by a variety of providers.

Topography

We were not provided with a topographical survey, wetland identification/delineation or soil boring study of the site. An inspection of public records and aerials did not indicate adverse issues of this nature. The Subject site is generally level and above road grade. The overall site's topographical features are similar to the surrounding

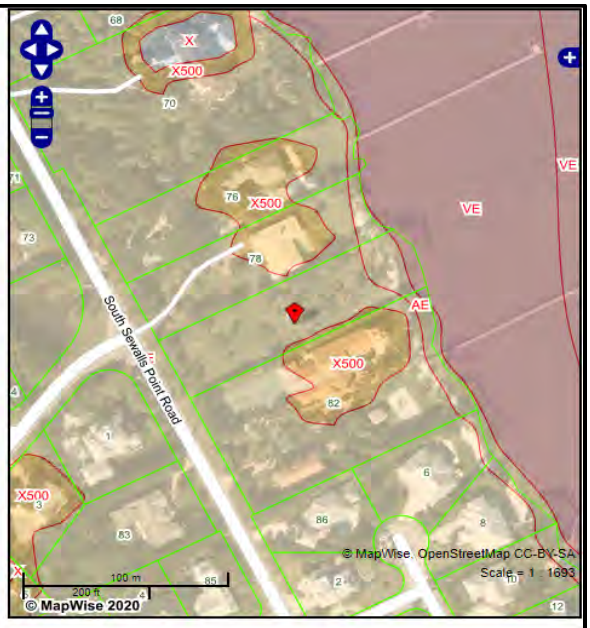
properties and not considered adverse. The soils are sandy and there are no areas of wetlands present. The property also slopes towards the river. Below is a summary of the Subject's characteristics.

Soils							
MUID	Map Unit Name	Component Name	Component Pct	Hydric	Hydric Grp	Percent of Total	Acres
35	SALERNO SAND	SALERNO	80	NO	A/D	75.2	0.67
41	JONATHAN SAND, 0 TO 5 PERCENT SLOPES	JONATHAN	85	NO	A	24.7	0.22
						TOTAL ACRES	0.89

Land Cover 2017 (includes wetlands)					
LUCODE	Description	WMD	YEAR	Percent of Total	Acres
1210	Medium Density, Fixed Single Family Units	SFWMD	2014-2016	89	0.79
5410	Embayments Opening Directly to Gulf or Ocean	SFWMD	2014-2016	11	0.1
				TOTAL ACRES	0.89

Flood Report

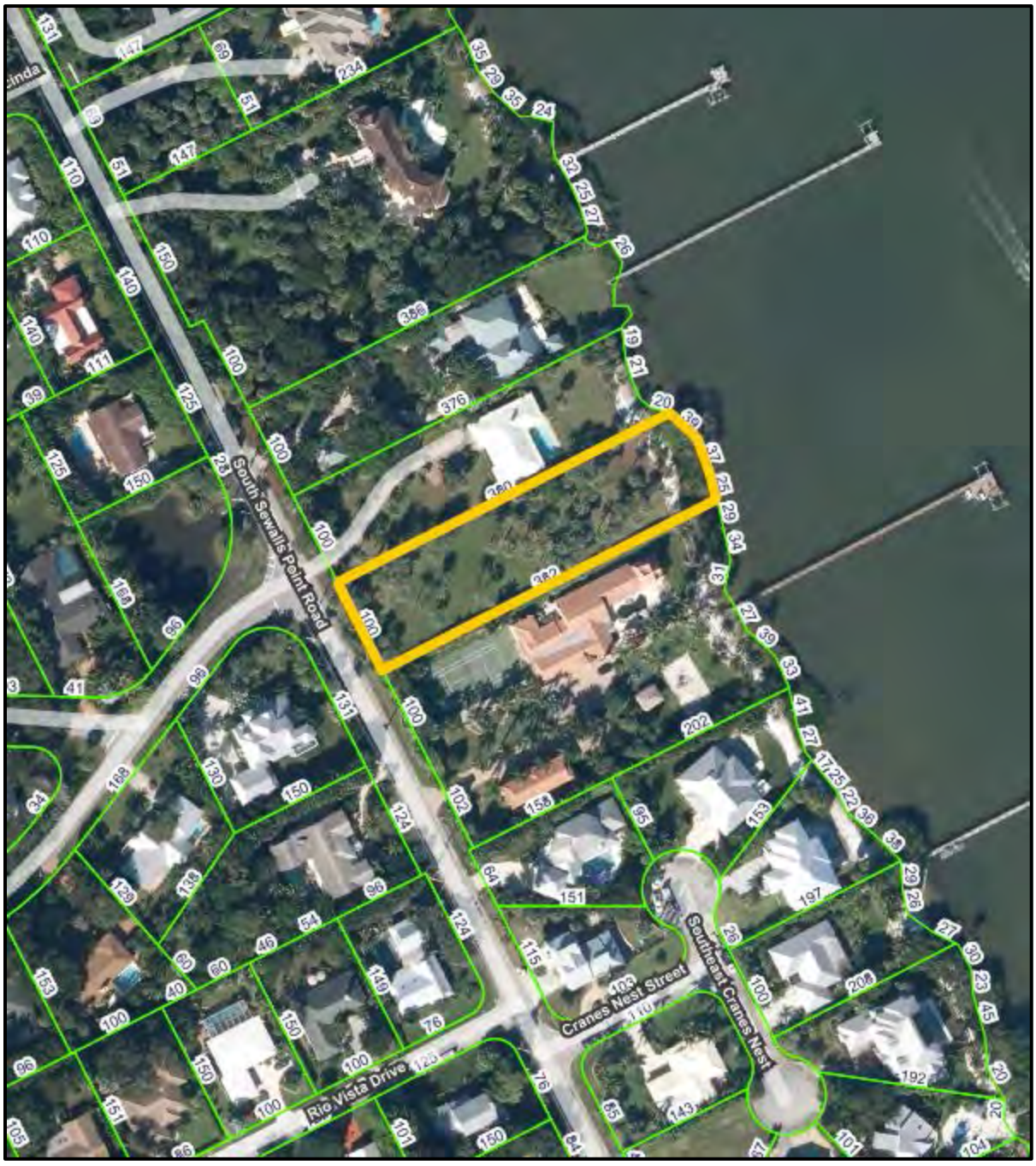
Address (from parcels)	80 S SEWALL'S POINT RD
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	INSIDE SPECIAL FLOOD HAZARD AREA INSIDE SPECIAL FLOOD HAZARD AREA OUTSIDE SPECIAL FLOOD HAZARD AREA INSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	HIGH RISK AREAS HIGH RISK - COASTAL AREAS MODERATE RISK AREAS HIGH RISK AREAS
Flood Zone(s)	AE VE X500 AE
Description(s)	AE = 100-YEAR FLOODPLAIN VE = 100-YEAR FLOODPLAIN X500 = 500-YEAR FLOODPLAIN AE = 100-YEAR FLOODPLAIN
Base Flood Elevation	6.000000000 7.000000000 -9999.000000000 5.000000000
NFIP Community Name	Town of Sewall's Point
County	MARTIN
State	Florida
NFIP Community Number	120164
NFIP Map Number or Community Panel Number	12085C0154H
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	2/19/2020
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Land Improvements

The Subject site is typical for that of residential development with ingress and egress from S. Sewall's point Road. Principal site improvements consist of all utilities available to the site, drainage swales along roadways, and natural vegetation.

SUBJECT PHOTOS



Subject Aerial



View of Subject Property
Photo taken 10/27/2020 by Bryan A. Neill, MAI



View of Subject Property
Photo taken 10/27/2020 by Bryan A. Neill, MAI



View of Proposed Taking
Photo taken 10/27/2020 by Bryan A. Neill, MAI



View of Drainage Easement Area
Photo taken 10/27/2020 by Bryan A. Neill, MAI



River Scene – View along Indian River
Photo taken 10/27/2020 by Bryan A. Neill, MAI



Street Scene – View along S. Sewall's Point Road
Photo taken 10/27/2020 by Bryan A. Neill, MAI

235 – EXISTING TRANSPORTATION FACILITY DESCRIPTION

S. Sewall's Point Road is a residential two-lane paved roadway which connects the southern portion of Sewall's Point to NE Ocean Boulevard.

240 – ZONING & LAND USE PLAN

Zoning

The site is zoned R-1, Residential District, by the Town of Sewall's Point. Permitted uses in the R-1 district are as follows:

- *One single-family dwelling.* It shall be unlawful for any person to occupy or to allow the occupancy of a single-family dwelling by any arrangement other than by one family as defined in section 82-1.
- *Accessory uses as follows:*

  Other customary accessory uses and buildings are permitted provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Any accessory building shall be located on the same lot with the principal building.

  All accessory buildings containing private garages shall: (i) not have any portion of the entryway to the garage facing the front lot line; and (ii) be landscaped with one native tree per 20 feet of building wall, or less, on the side facing the front lot line. Trees shall at maturity exceed the height of the building, be evenly spaced, and be no further than 30 feet from the building. Palm trees may not be used to meet this requirement. (Example: 21 feet of wall would require two trees.)

  Accessory dwellings, guesthouses or staff quarters will be permitted only if the following conditions are met:

- The lot area shall not be less than 27,500 square feet, exclusive of any private road right-of-way and/or easement to be used for access to or egress from another lot or road.
- An accessory dwelling, or, in the alternative, a guesthouse or staff quarters structure, shall be permitted, but not more than one accessory dwelling, guesthouse or staff quarters shall be permitted as to any one residence.
- Accessory buildings located less than 100 feet from the front property line shall be limited to one story with a finished ceiling no more than ten feet high.

- Home offices. No person shall use any buildings or portion thereof for the purpose of carrying on or practicing any profession, office or calling, and such use is hereby declared to be a violation of this chapter, except for home offices which shall comply with the following requirements:
- The home office shall be conducted entirely within a dwelling unit and shall be limited to office uses, unless otherwise permitted by the commission.
- There shall be no change to the exterior of the dwelling unit, including, but not limited to, the provision of parking stalls, signs or lighting, which might indicate there is a business operating upon the property.
- The home office shall not have signage which is visible from the exterior of the property.
- The home office shall generate no more traffic than would be expected from a single-family dwelling in a residential neighborhood.
- As part of the home office business, the operator shall not operate any electrical equipment which interferes with any telecommunication services, including, but not limited to, internet, satellite, radio or television reception of neighboring residents.
- A greenhouse or slat house shall be permitted, not to exceed 200 square feet; provided, however, that no manure or odor- or dust-producing substance shall be stored within 20 feet of any adjoining lot line; that no greenhouse heating plant shall be operated within 20 feet of any adjoining lot line; that no products, including, but not limited to, flowers or vegetables, shall be produced for commercial purposes; and that at no time shall the plants, vegetables or flowers be grown under artificial lights unless, through the use of some device, such lights are made completely invisible off the immediate premises.

Land Use

The predominant future land use in the Town of Sewall's Point is Residential. The Subject's zoning conforms to this land use.

250 – ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

The Subject site consists of one parcel of record. The Martin County Property Appraiser's Office 2019 assessments and taxes for the Subject Parcel is as follows:

HONORABLE
RUTH PIETRUSZEWSKI, CFC

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 80 S SEWALL'S POINT RD
Legal Description HOMEWOOD, LOT 4 BLK A

REAL ESTATE

2019 MARTIN COUNTY Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

PARCEL ID: 01-38-41-006-001-00040.60000
ALTERNATE ID: 17645
ESCROW CODE:

NEUNER JOHN D
NEUNER PAUL E
1666 SW 7TH AVE
BOCA RATON, FL 33486

SCAN TO VIEW YOUR BILL ONLINE!

If Paid By	Dec 05, 2019					
Please Pay	8,542.00				Paid	$8,542.00 12/11/2019

Ad Valorem Assessments

Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
TOWN OF SEWALLS PT	772-287-2455	2.8700	527,000	0	527,000	1,512.49
SCHOOL-GENERAL FUND	772-219-1200	3.9000	527,000	0	527,000	2,055.30
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	527,000	0	527,000	790.50
SCHOOL - DISCRETIONARY	772-219-1200	0.7480	527,000	0	527,000	394.20
SCHOOL ADDTNL VOTER MIL	772-219-1200	0.5000	527,000	0	527,000	263.50
CHILDRENS SERVICES ORDNCS	772-288-5758	0.3618	527,000	0	527,000	190.67
FL-INLAND NAVIGATION DIST	561-627-3386	0.0320	527,000	0	527,000	16.86
S. FLA WTR MGMT	561-686-8800	0.2795	527,000	0	527,000	147.29
COUNTY-GENERAL FUND-OP	772-288-5504	6.6928	527,000	0	527,000	3,527.11
MILLAGE CODE 2200	TOTAL MILLAGE	16.8841		TOTAL AD VALOREM TAXES		$8,897.92

Exemptions

Non Ad Valorem Assessments

Levying Authority	Telephone	Rate ($ per unit)	Tax Amount
TOTAL NON AD VALOREM TAXES			$0.00
TOTAL			$8,897.92

The combined taxes and assessments for 2019 was $8,897.92. The 2019 taxes and assessments were reported to be paid in full for the Subject Property.

260 – HISTORY OF PROPERTY

The Subject Property consists of one parcel of record which is owned by Medalist Building Group, LLC. A title search was not provided by the client. Per Martin County Property Appraiser's records, the most recent transfer of the Subject Property occurred on September 8, 2020 as recorded Official Records Book 3162, Page 1172. The recorded sale price was $870,000 or $22.41 per square foot.

270 – EXPOSURE TIME

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 83 as follows:

1. "The time a property remains on the market."

2. "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

280 – PUBLIC AND PRIVATE RESTRICTIONS

No known adverse public or private restrictions affect the site.

300 – HIGHEST AND BEST USE ANALYSIS

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 109 as follows:

1. "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

2. "The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)"

3. "The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

302 – HIGHEST AND BEST USE CONCLUSION

Conclusion

The Highest and Best Use of the Subject Property is the future development of the Subject Property with a single-family use.

1. The Subject site is zoned R-1, Residential District, by the Town of Sewall's Point with a similar land use designation. R-1 is a restrictive zoning classification by the Town of Sewall's point which would allow for single-family residences only. Development of a single-family residence use is the only use legally possible under the zoning code and is most probable.

2. The Subject is a typical residential site for the area and contains 0.891 acre or 38,812 square feet. The Subject Property has approximately 100 front feet along the Indian River. Access is available from S. Sewall's Point Road. The site size and shape would allow for typical single-family residential development with a waterfront amenity.

3. From all indications the residential sector is stabilizing with pricing steadily increasing over the past few years. New development is prevalent in this market with home developers purchasing lots in the same general area.

4. In our opinion the maximally productive use of the Subject Property is the future development of the Subject Property with a single-family use. No other uses are allowed.

305 - APPROACHES TO VALUE USED AND EXCLUDED

In estimating the Market Value of real estate, three valuation procedures are available for utilization. They are the Cost, Sales Comparison, and Income Capitalization Approaches. As stated within the Scope section of this report, only the Sales Comparison Approach was applicable to value the Subject Property within the Land Value Analysis. The Subject Property is vacant lot.

310 – LAND VALUATION

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

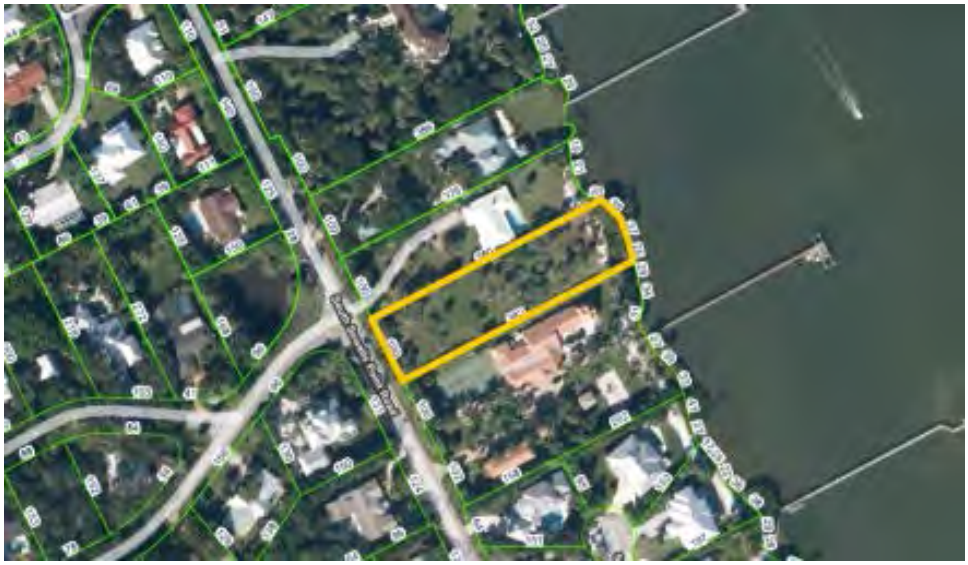
- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Comparable data was gathered from our files, the Public Records, Multiple Listing Service (MLS), MapWise, and various sources noted throughout this. The different publications utilized and persons and titles of persons contacted are listed along with the information given within this appraisal. Confirmation of all sales used within this appraisal was made by contacting local brokers, investors, and owners and through physical inspection.

In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject. Our search was focused on residential lots located within the Subject's Market that had similar development potential and similar waterfront amenities. We analyzed the Subject Property based on a price per square foot of land basis, as this is the most recognized unit of comparison in this market. We also considered price per lot. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, site quality, and zoning. The four comparable sales indicated a non-adjusted range from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot. Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.

Land Sale 1



Property Identification

Record ID	4269
Property Type	Residential, Single-Family Lot
Address	80 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-006-001-00040-6
Longitude, Latitude	W-80.193856, N27.192462

Sale Data

Grantor	John D. & Paul E. Neuner
Grantee	Medalist Building Group, LLC
Sale Date	September 08, 2020
Deed Book/Page	3162/1172
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$870,000
Cash Equivalent	$870,000
Adjusted Price	$870,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	381

Land Size Information

Gross Land Size	0.891 Acres or 38,812 SF
Front Footage	100 ft Total Frontage:

Indicators

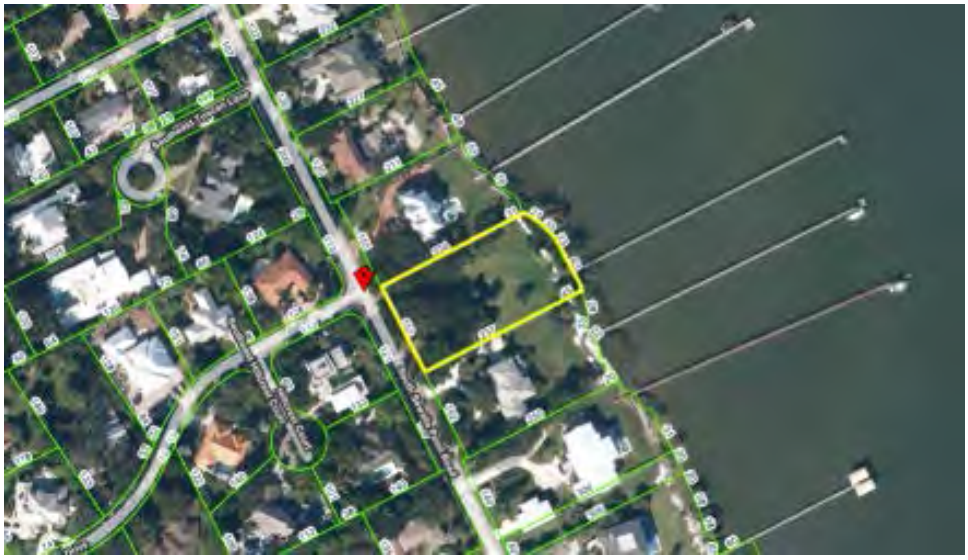
Sale Price/Gross Acre	$976,430 Actual or $976,430 Adjusted
Sale Price/Gross SF	$22.42 Actual or $22.42 Adjusted
Sale Price/Front Foot	$8,700 Actual or $8,700 Adjusted

Remarks

This property is 0.891 acres or 38,812 square feet. The Subject Property has approximately 100 front feet along the Indian River. This site was purchased for future development of a single family residence. It was also reported approvals were in place for a 384 foot boat dock.

This property was not publicly listed at the time of sale but was previously listed for $875,000 and was on the market for 130 days.

Land Sale 2



Property Identification

Record ID	4271
Property Type	Residential, Single-Family Lot
Address	36 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-014-000-00020-2
Longitude, Latitude	W-80.197408, N27.198279

Sale Data

Grantor	Stephen & Julianne McGovern
Grantee	36 S Sewalls Point Road LLC
Sale Date	September 24, 2020
Deed Book/Page	3161/1716
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	Sold 05/11/2018 for $899,000
Sale Price	$900,000
Cash Equivalent	$900,000
Adjusted Price	$900,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	230

Land Size Information

Gross Land Size	0.974 Acres or 42,427 SF
Front Footage	152 ft Total Frontage:

Indicators

Sale Price/Gross Acre	$924,025 Actual or $924,025 Adjusted
Sale Price/Gross SF	$21.21 Actual or $21.21 Adjusted
Sale Price/Front Foot	$5,921 Actual or $5,921 Adjusted

Remarks

This property is 0.974 acres or 42,427 square feet. The Subject Property has approximately 152 front feet along the Indian River. This site was purchased for future development of a single family residence. There was a dock in place at the time of sale.

This property was listed for $920,000 at the time of sale and was on the market for 336 days.

Land Sale 3



Property Identification

Record ID	4272
Property Type	Residential, Single-Family Lot
Address	52 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-4100-1011-000204
Longitude, Latitude	W-80.195736, N27.195007

Sale Data

Grantor	Roger Frank Quisenberry
Grantee	Jordan & Barbara Wagner
Sale Date	January 29, 2019
Deed Book/Page	3038/2919
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$850,000
Cash Equivalent	$850,000
Adjusted Price	$850,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	289

Land Size Information

Gross Land Size	0.745 Acres or 32,452 SF
Front Footage	100 ft Total Frontage:

Indicators

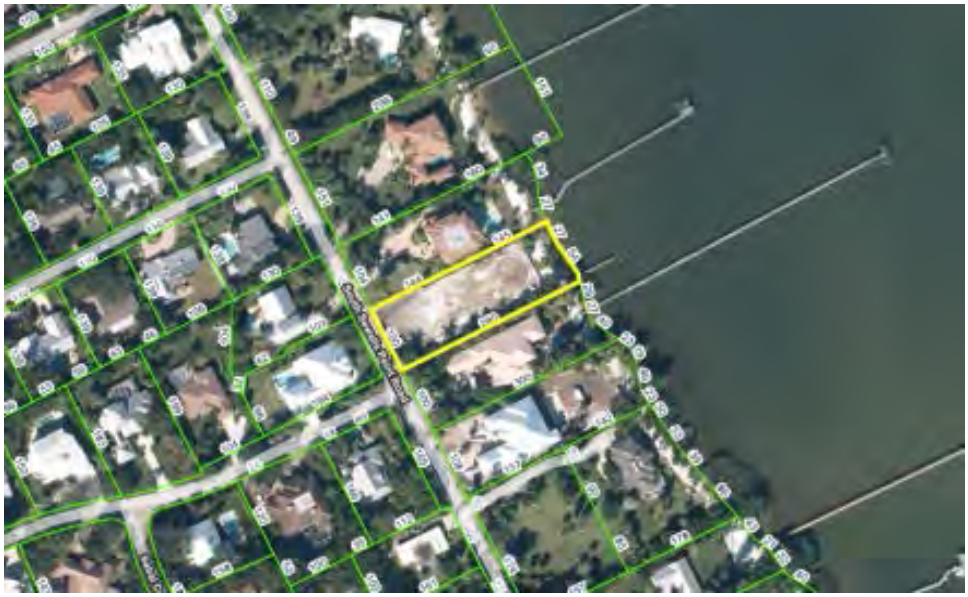
Sale Price/Gross Acre	$1,140,947 Actual or $1,140,947 Adjusted
Sale Price/Gross SF	$26.19 Actual or $26.19 Adjusted
Sale Price/Front Foot	$8,500 Actual or $8,500 Adjusted

Remarks

This property is 0.745 acres or 32,452 square feet. The Subject Property has approximately 108 front feet along the Indian River. This site was purchased for future development of a single family residence.

This property was listed for $895,000 at the time of sale and was on the market for 311 days.

Land Sale 4



Property Identification

Record ID	4270
Property Type	Residential, Single-Family Lot
Address	52 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-001-010-00030-4
Longitude, Latitude	W-80.196045, N27.195802

Sale Data

Grantor	Milord Development Corporation
Grantee	Edgardo & Susan Abello
Sale Date	March 02, 2018
Deed Book/Page	2978/2305
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$800,000
Cash Equivalent	$800,000
Adjusted Price	$800,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	289

Land Size Information

Gross Land Size	0.664 Acres or 28,924 SF
Front Footage	100 ft Total Frontage:

Indicators

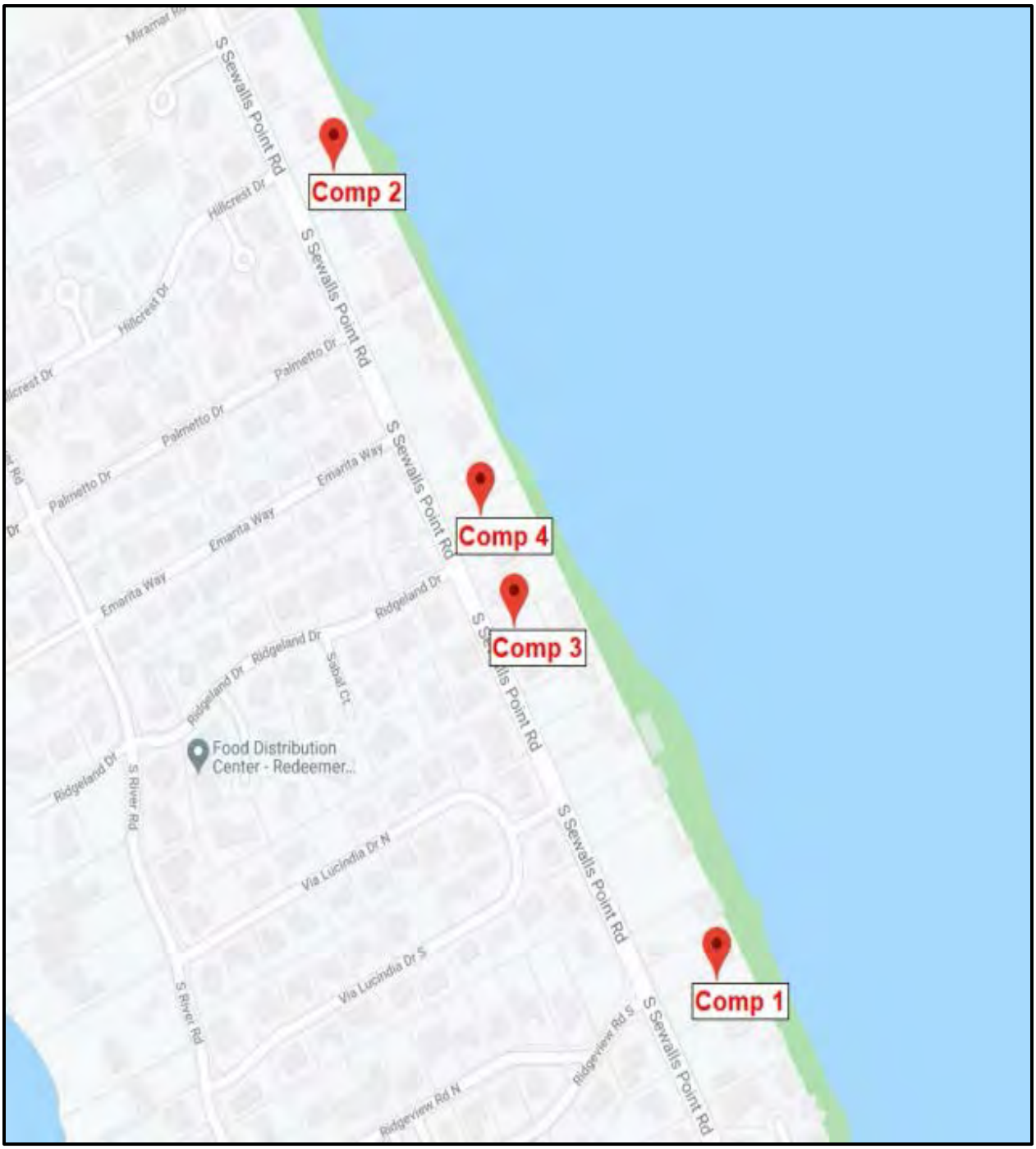
Sale Price/Gross Acre	$1,204,819 Actual or $1,204,819 Adjusted
Sale Price/Gross SF	$27.66 Actual or $27.66 Adjusted
Sale Price/Front Foot	$8,000 Actual or $8,000 Adjusted

Remarks

This property is 0.664 acres or 28,924 square feet. The Subject Property has approximately 100 front feet along the Indian River. This site was purchased for future development of a single family residence. There was an old damaged dock in place at the time of sale.

This property was listed for $895,000 at the time of sale and was on the market for 231 days.

Land Sales Map



Discussion of Vacant Land Sales

As shown on the following chart, our search revealed four sales (including recent sale of the Subject Property) of lots recently purchased for single-family residential uses located in the general vicinity of the Subject Property. As shown below, the comparables indicated non-adjusted values ranging from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot.

Vacant Lot Sales

Comparable Number	Subject	1	2	3	4
Record ID Number		**4269**	**4271**	**4272**	**4270**
OR Book/Page		3162/1172	3161/1716	3038/2919	2978/2305
Date of Sale / Value	-	9/8/2020	9/24/2020	1/29/2019	3/2/2018
Location	80 S. Sewall's Point Road	Subject Property	36 S. Sewall's Point Road	54 S. Sewall's Point Road	52 S. Sewall's Point Road
City	Stuart	Stuart	Stuart	Stuart	Stuart
Site Size -Acres	0.891	0.891	0.974	0.745	0.664
Site Size - Square Feet	38,812	38,812	42,427	32,452	28,924
Zoning	R-1	R-1	R-1	R-1	R-1
Land Use	R	R	R	R	R
Shape	Rectangle	Rectangle	Rectangle	Rectangle	Rectangle
View	River	River	River	River	River
Adjusted Sale Price	-	$870,000	$900,000	$850,000	$800,000
Adj. Price / Square Foot	-	$22.42	$21.21	$26.19	$27.66
Adjustments					
Property Rights	-	0%	0%	0%	0%
Financial Consideration	-	0%	0%	0%	0%
Conditions of Sale	-	0%	0%	0%	0%
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66
Physical Adjustments					
Location	Good	0%	0%	0%	0%
Site Size - Square Feet	38,812	0%	0%	0%	0%
Zoning/Land Use	R-1/R	0%	0%	0%	0%
Shape	Rectangle	0%	0%	0%	0%
View	River	0%	0%	0%	0%
Site Quality	Interior	0%	0%	0%	0%
Net Adjustments	0%	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66

Average	$24.37
Minimum	$21.21
Maximum	$27.66
Median	$24.30

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. Based on our conversations each of the sales was marketed through MLS and not either bank or short sales. Therefore, no adjustment was warranted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred March 2018 to September 2020 and are all somewhat recent indications of value. It appears the residential market in Sewall's Point has been somewhat stable over this period. This is supported by the prior sale of Comparable 2 at $899,999 in May of 2018. As a result no adjustments were made for market conditions.

Location

The Subject Property is located within the Town of Sewall's Point in close proximity to the Indian River. All four sales are located in the Subject's immediate area within the same general neighborhood. No location adjustments were warranted.

Size

The Subject Property contains 38,812 square feet. The comparable sales indicate a range from 28,924 to 42,427 square feet. All four comparables are considered similar and bracket the Subject Property. No adjustments were warranted.

Zoning/Land Use

The Subject Property and all comparables were zoned R-1 with Residential land uses. Therefore, no adjustments were warranted.

Shape

The Subject Property and all the comparables are rectangle in shape and are considered similar. No adjustments were warranted.

View

The Subject Property and all the comparables have river views and are considered similar. No adjustments were warranted.

Site Quality

The Subject Property is a typical lot with no wetlands. All of the comparables have similar development potential as the Subject Property. None of the comparables warranted an adjustment for site quality.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $21.21 to $27.66 per square foot, with an average of $24.37 per square. We have given most weight to Comparable 1 as it is the recent sale of the Subject Property. Considering the indications from the comparables the Market Value of the Subject Property is best represented at $23.25 per square foot of land and is calculated as follows:

38,812 Square Feet	X	$23.25 Per Square Foot	=	$902,379

Say, $900,000

390 - RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The value indication by the one approach as of the date of the appraisal is as follows:

LAND VALUE ANALYSIS	**$900,000**

Only the Sales Comparison Approach was used to estimate the Subject Property in the before valuation. Therefore, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of the appraisal date was:

VALUE OF THE BEFORE PROPERTY	**$900,000**

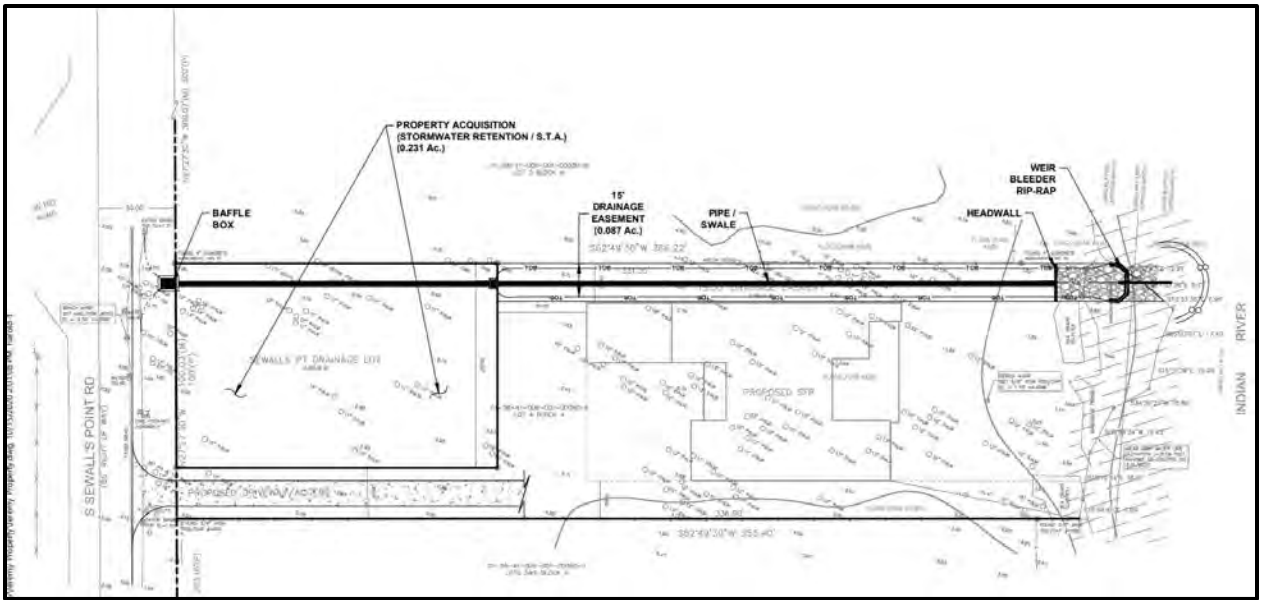
395 - ALLOCATION OF LAND, BUILDINGS, STRUCTURES, AND OTHER IMPROVEMENTS

The allocation of values for each component of the Subject Property as follows:

Land	$900,000
Improvements	$ 0
Total	$900,000

400 - DESCRIPTION OF THE PART ACQUIRED

The taking acquisition consists of 10,062 square feet of land located at the northwest corner of the Subject Property, adjacent to S. Sewall's Point Road.



The part to be acquired is for possible future stormwater retention. A synopsis of the land area breakdown for Subject Property as follows.

PARENT TRACT	:	38,812 square feet
PART TAKEN	:	10,062 square feet
REMAINDER	:	28,750 square feet

The taking is located along the western property boundary. No improvements are located in the acquisition area.

450 - VALUATION OF PART ACQUIRED

This appraisal has estimated the value of the land to be acquired based upon the appropriate unit value applicable to the underlying land associated with the parent tract and estimated the contributory value of each improvement located within the take area. The Part Acquired is valued using the allocations from the Before Section of this appraisal. It is only logical that the Part Acquired cannot be considered an independent parcel. Considering this fact, a similar methodology and analysis, as discussed in the Before Section of this report, is utilized in valuing the Part Acquired. The same data analysis conclusions are applicable in the Part acquired.

Land Valuation

Land value was previously estimated in the before section of this report at $23.25 per square foot. The part taken associated with the Subject Property encompasses 10,062 square feet. Land value for the part taken is estimated as follows:

10,062 Square Feet	X	$23.25 Per Square Foot	=	$233,942

Rounded, $235,000

Improvement Valuation

In the Part Acquired, the estimated contributory value of the site improvements, if any and the depreciated cost new of the site improvements is analyzed.

There are no improvements are accounted for or will be affected by the taking. The Subject Property is a vacant lot with natural vegetation and trees. The value of the natural vegetation including trees is included in the land value.

460 - DESCRIPTION OF PERPETUAL EASEMENT ACQUIRED

This perpetual easement consists of an easement totaling 3,790 square feet of perpetual drainage easement. The purpose of the perpetual drainage easement is for an outfall extending from the proposed retention pond to the Indian River. No vertical improvements or non-realty items are located within the perpetual drainage easement. The perpetual drainage easement does not impact the ability of the land owner to install interior fencing or landscaping, and can still be used for the required setbacks for future development. Since these properties have a highest and best use as residential and is located along a property boundary this easement has little impact upon the highest and best use of the site, but does restrict the availability for vertical improvements on this portion of the site. The Subject Property easement is assumed to be perpetual or never ending.

470 - VALUATION OF PERPETUAL EASEMENT ACQUIRED

An easement is defined as an interest in real property that conveys use, but not ownership. It runs with the land and continues to burden the servient estate. Unlike a fee acquisition, a portion of the bundle of rights inherent in the ownership of real estate will remain with the current owner of the Subject Property. The encumbrance of a property resulting from this type of acquisition will, typically, severely restrict the use to which the property can be put. No permanent structures could be placed within this easement area, nor could the land be developed with any use that would restrict the drainage function. The fee owner will still have the full burden of taxation of this easement area yet will not enjoy all of the rights that accompany ownership of real estate.

The bundle of rights concept compares real property ownership to a bundle of sticks. Each stick in the bundle represents a separate right or interest inherent in the ownership. The complete bundle of rights includes the following:

- The right to sell an interest
- The right to lease an interest and to occupy the property
- The right to mortgage an interest
- The right to give an interest away
- The right to do none or all of these things

The full impact of an easement acquisition cannot be estimated until the appraiser determines the loss of present utility, the loss of future utility, the accessory rights to be acquired, and the obligations of the parties. In order to analyze the possible value reduction prompted by the perpetual drainage easement, the following four items were considered.

1. Location of Easement relative to the property's boundaries and site improvements
2. Intensity of easement (affected rights-of-ownership)
3. Highest and best use of the property
4. Impact of the easement (obligation of the parties).

With regard to Item 1, the easement are to be located along the northern boundary of the Subject Property and sufficient site area exists to utilize the remainder to its Highest and Best use. The easements' location results in minimal impact.

Intensity of the easement (Item 2) refers to the effect that the easement has on the total bundle of rights inherent in a fee simple estate.

Affected Rights-of-Ownership

Cannot use this area for buildings or structure
Cannot use this area for sewer lift station or septic tank
Cannot use this area for well
Cannot use this area for surface parking
Cannot sell, lease, mortgage, or give away this interest

Unaffected Rights-of-Ownership

Can use this area for landscaping buffer or green space
Can use this area for setback requirements
Can use this area to calculate land-to-building ratios
Can use this area for density allowances
Can sell, lease, mortgage, or give away the land under the easement

With regard to Item 2, the land is utilized as part of a drainage system. The perpetual drainage easement will have little impact in that area as the area will likely remain open and no improvements would be placed upon this land area.

With regard to Item 3, the highest and best use of the property will not change as a result of the easement acquisition. There is sufficient space associated with the unencumbered remainder land to support a residential use. With the exception of the easement area, the utility of the remainder is not changed from the utility of the property before the easement acquisition. Therefore, Item 3 has a minimal impact.

Item 4 deals with the obligations of both parties within the easement agreement. This easement is a perpetual easement for drainage. Therefore, the easement owner, the Town of Sewall's Point will own these easements in perpetuity.

In summary, the property owner is obligated to pay taxes on the remainder land. The site cannot be used for building, landscaping, or anything other than an open area for the construction and maintenance of underground drainage. The fee owner retains a portion of the bundle of rights; however, the perpetual drainage easement is similar to a fee acquisition as the Town of Sewall's Point has almost complete use of the property. Therefore, after considering the four items discussed above, it is the appraiser's opinion, once this perpetual drainage easement has been acquired, the area under the easement has been diminished in value by 90%.

Land value was previously estimated in the before section of this report at $23.25 per square foot. No site improvements are located within this perpetual drainage easement which encompasses 3,790 square feet, or .087 acres. Land value is estimated as follows:

3,790 SF	X	$23.25 / SF	=	$88,118
Rounded,				$90,000
Fee Value	$90,000	X	90% =	$81,000

The following is a summary of the total acquisition for the Subject Property:

Part Taken		$ 235,000
Easement		$ 81,000
Total		$ 316,000

500 - VALUATION OF THE REMAINDER AS PART OF THE WHOLE

Before Tract	-	Part Acquired	=	Remainder as Part of Whole
$900,000		$316,000		$584,000

640U-895U - PURPOSE OF APPRAISAL REMAINDER UNCURED

We have estimated the value of the remainder uncured under the assumption that the stormwater retention pond and drainage components are completed. It is pointed out that the market value of the parent tract before the taking has been estimated and then the value of the part acquired has been subtracted. The purpose of the appraisal of the remainder uncured is to estimate the market value to discover if there are any damages or special benefits by the taking. Since purpose of remainder uncured is to determine the feasibility of the cure these steps are unnecessary. The impact of the taking is minor and a minor cost to cure would be considered appropriate by market participants. The remainder will have unique shape which is considered atypical for the market. We have considered the unique shape and less than typical size in the after scenario.

640C - PURPOSE OF APPRAISAL OF REMAINDER AFTER THE ACQUISITION

We have estimated the value of the remainder cured under the assumption the cure is completed and that the drainage project has been completed. It is pointed out that the market value of the parent tract before the taking has been estimated and then the value of the part acquired has been subtracted. This results in the estimated value of the remainder as part of the whole. The purpose of the appraisal of the remainder cured is to estimate the market value to discover if there are any damages or special benefits caused by the part acquired.

680C - APPRAISAL PROBLEM FOR REMAINDER CURED

The purpose of the appraisal is to estimate the market value of the remainder cured. This is done by appraising assuming the cure has been implemented. The appraisal of the after property must be made presuming the drainage project has been completed.

In the after situation, the appraisal problem is the same as the before, utilizing similar valuation methods and sales. The reader is referenced to that section of the report for discussion. The remainder has some same general features as the before tract except for the reduction in site size, and unique shape. The remainder is appraised as a marketable entity without regard to the whole property or the acquisition. The remainder property is irregular in shape as some frontage along S. Sewall's Point Road was deducted. The remainder site will contain 28,750 square feet and will be flagged shaped.

730C - DESCRIPTION OF REMAINDER CURED

The remainder cured is similar to the previously mentioned site in the before; however, the remainder cured has a smaller site size and irregular shape. The remainder cured can still function as a vacant residential lot; however, the value will be reduced given the shape and size. Furthermore, many homes along S. Sewall's Point Road have a landscaping barrier along the road which will not be possible for the remainder. The proposed residence can still be constructed on the site.

740C - ZONING, LAND USE PLAN

No changes in the Remainder Uncured Zoning and Land Use have occurred in the appraisal of the remainder uncured. The Subject Property will still meet the minimum lot size of 27,500 square feet per the zoning requirements.

750C - PROPOSED FACILITY DESCRIPTION

The proposed drainage components inclusive of a retention pond with an outfall extending from the proposed retention pond to the Indian River

775C - EFFECT OF ACQUISITION ON REMAINDER CURED

The effect of the acquisition on the remainder cured is the reduction in site size and loss of typical shape. The highest and best use is unchanged and the intended use of the improvements unaltered. The Subject Property will still meet the minimum lot size of 27,500 square feet per the zoning requirements. In this instance the Subject Property would still be considered a buildable lot. If the setbacks cannot be met, a variance would need to be granted for future development. Based on the lot size and dimensions for the remainder, all setbacks could be met, and a typical residence could be constructed.

800C – HIGHEST AND BEST USE OF REMAINDER CURED

The highest and best use is the same as the before the part acquired.

802C - HIGHEST AND BEST USE CONCLUSION OF REMAINDER CURED

The Highest and Best Use of the remainder cured is similar to the before tract. The highest and best use of the Subject Property is for development of a single-family residential use. The remainder is zoned for this use and meets the minimum lot size per the zoning requirements.

805C - APPROACHES TO VALUE USED AND EXCLUDED FOR REMAINDER CURED

Valuation of Site as Vacant

In the valuation of the remainder cured, as vacant, the Sales Comparison Approach was used to value the subject land.

810C - LAND VALUATION FOR REMAINDER CURED

In addition to the reduction in size, the Remainder Cured has physical characteristics that are inferior to the property as was described before the taking. The shape is now irregular, and is flagged shape. Furthermore, many homes along S. Sewall's Point Road have a landscaping barrier along the road which will not be possible for the remainder. The highest and best use for the remainder as vacant is unchanged from the before analysis. The same unit of comparison as in the before situation was appropriate. Adjustments for shape are now required to appraise the Remainder Cured given the flag shape and limited possible landscaping barrier. The same sales were used in this analysis as used in the before analysis.

Discussion of Vacant Land Sales

As shown on the following chart, our search revealed four sales of lots recently purchased for single-family residential uses located in the general vicinity of the Subject Property. As shown below, the comparables indicated non-adjusted values ranging from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot.

Vacant Lot Sales

Comparable Number	Subject	1	2	3	4
Record ID Number		**4269**	**4271**	**4272**	**4270**
OR Book/Page		3162/1172	3161/1716	3038/2919	2978/2305
Date of Sale / Value	-	9/8/2020	9/24/2020	1/29/2019	3/2/2018
Location	80 S. Sewall's Point Road	Subject Property	36 S. Sewall's Point Road	54 S. Sewall's Point Road	52 S. Sewall's Point Road
City	Stuart	Stuart	Stuart	Stuart	Stuart
Site Size -Acres	0.891	0.891	0.974	0.745	0.664
Site Size - Square Feet	28,750	38,812	42,427	32,452	28,924
Zoning	R-1	R-1	R-1	R-1	R-1
Land Use	R	R	R	R	R
Shape	Flag	Rectangle	Rectangle	Rectangle	Rectangle
View	River	River	River	River	River
Adjusted Sale Price	-	$870,000	$900,000	$850,000	$800,000
Adj. Price / Square Foot	-	$22.42	$21.21	$26.19	$27.66
Adjustments					
Property Rights	-	0%	0%	0%	0%
Financial Consideration	-	0%	0%	0%	0%
Conditions of Sale	-	0%	0%	0%	0%
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66
Physical Adjustments					
Location	Good	0%	0%	0%	0%
Site Size - Square Feet	28,750	0%	0%	0%	0%
Zoning/Land Use	R-1/R	0%	0%	0%	0%
Shape	Flag	-20%	-20%	-20%	-20%
View	River	0%	0%	0%	0%
Site Quality	Interior	0%	0%	0%	0%
Net Adjustments	0%	-20%	-20%	-20%	-20%
Adjusted Price Per SF	-	$17.93	$16.97	$20.95	$22.13

Average	$19.50
Minimum	$16.97
Maximum	$22.13
Median	$19.44

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. Based on our conversations each of the sales was marketed through MLS and not either bank or short sales. Therefore, no adjustment was warranted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred March 2018 to September 2020 and are all somewhat recent indications of value. It appears the residential market in Sewall's Point has been somewhat stable over this period. This is supported by the prior sale of Comparable 2 at $899,999 in May of 2018. As a result no adjustments were made for market conditions.

Location

The Subject Property is located within the Town of Sewall's Point in close proximity to the Indian River. All four sales are located in the Subject's immediate area within the same general neighborhood. No location adjustments were warranted.

Size

The Subject Property contains 28,750 square feet. The comparable sales indicate a range from 28,924 to 42,427 square feet. All four comparables are considered similar and bracket the Subject Property. No adjustments were warranted.

Zoning/Land Use

The Subject Property and all comparables were zoned R-1 with Residential land uses. Therefore, no adjustments were warranted.

Shape

The Subject Property is now flag shaped. All the comparables are rectangle in shape and are considered typical for the market. We have adjusted each of the comparables based on a matched pair analysis of two lot in Sewall's point. A summary of these sales and the abstracted adjustment is as follows.

Additional Data					
Address	Sale Date	Sale Price	Site Size - SF	Price Per SF	Shape
103 N. Sewall's Point Road	Aug-18	$2,250,000	111,514	$20.18	Flag
88 N. Sewall's Point Road	Jun-20	$1,160,000	60,987	$19.02	Flag
			Average	**$19.60**	
			Conclusion Before Flag Shape Sales	**$24.00** **$19.60**	
			% Adjustment	**18.34%**	

View

The Subject Property and all the comparables have river views and are considered similar. No adjustments were warranted.

Site Quality

The Subject Property is a typical lot with no wetlands. All of the comparables have similar development potential as the Subject Property. None of the comparables warranted an adjustment for site quality.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $17.93 to $22.13 per square foot, with an average of $19.50 per square. Comparable 1 was again given most weight. Considering the indications from the comparables the Market Value of the Subject Property is best represented at $19.00 per square foot of land and is calculated as follows:

28,750 Square Feet	X	$19.00 Per Square Foot	=	$546,250

$550,000

890C – RECONCILIATION OF REMAINDER VALUE INDICATIONS AND FINAL VALUE ESTIMATE OF THE REMAINDER CURED

FINAL CONCLUSION OF MARKET VALUE OF REMAINDER CURED **$550,000**

895C – ALLOCATION OF LAND, BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS FOR THE REMAINDER CURED

ALLOCATION OF VALUE:

Land	$550,000
Improvements	$ 0
Total	$550,000

900C - SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

There are damages to the remainder, which could be illustrated as comparing the remainder part of the whole to the remainder. The remainder has the same functional uses and is marketable similar to the before property.

Before Property	$900,000
Part Acquired	$316,000
Remainder As Part of Whole	$584,000
Remainder	$550,000
Damages	$34,000

910C - COST-TO-CURE

No cost to cure would be required to restore the Subject Property similar to what currently exists. There are no improvements to restore.

995 - SUMMARY OF VALUES

Land	$900,000
Site Improvements	$0
Building(s)	$0
Fixtures & Equipment	$0
Total	$900,000
Partial Acquisitions	
Before Property	$900,000
Part Acquired	$316,000
Remainder As Part of Whole {1-2}	$584,000
Remainder Uncured	$550,000
Damages (Total Uncured) {3-4}	$34,000
Special Benefits	N/A
Damages {5-6}	$34,000
Feasibility of Cost to Cure Damages	
Remainder Appraised Cured	$550,000
Remainder Appraised Uncured {4}	$550,000
Damages Curable {8-9}	$0
Damages Incurable {7-10}	$34,000
Cost to Cure	$0
Improvement Cured but Paid For in {2}	$0
Net Cost to Cure {12-13}	$0
Part Acquired {2}	$316,000
Damages Incurable {11}	$34,000
Cost to Cure Net {14}	$0
TOTAL COMPENSATION	**$350,000**

ADDENDA

ENGAGEMENT LETTER

Since 1972

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Please respond to the South Florida office
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October 19, 2020

Michele Lee Berger
Town Manager
Town of Sewall's Point
1 South Sewall's Point Road
Sewalls Point, FL 34996

Dear Ms. Berger:

We would be pleased to prepare an Appraisal Report on the residential lot located at 80 South Sewalls Point Road in Sewalls Point, Florida. It is our understanding that the purpose of the appraisal is to estimate the Market Value of the Fee Simple Estate.

We will provide a total compensation estimate considering the 0.23 acre parcel to be acquired and any possible damages to the remainder.

This report will be prepared for our client and intended user, Town of Sewall's Point. The intended use is to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The fee would be [illegible] The fee is due and payable upon delivery of the report. We will provide a PDF of the final report and a hard copy upon request.

We will have the report completed in approximately 2 to 3 weeks from the day we receive your authorization and information requested.

If the above is agreeable to you, please sign below as our authorization and return it so that we may begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached pages, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

Stephen D. Shaw, MAI, AI-GRS
Cert.Gen. RZ1192

SDS/js
Attachments

Client: Town of Sewall's Point

Accepted By\Date: _____
Signature Date

Name and Title (Printed or Typed): _____

CONDITIONS OF AGREEMENT

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or, as directed by the Client.

2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.

3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.

4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes which are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee; or billed on a time basis plus the original fee.

5. Cancellation: This agreement may be cancelled by the Client by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.

6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of $1 per page per report.

7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees will be added to the balance due. We are currently operating under an agreement with a collection agency which charges us 53.8%. IF THEIR COLLECTION SERVICES ARE REQUIRED, CLIENT'S TOTAL BALANCE DUE WILL BE INCREASED BY 53.8%.

8. Limiting Conditions: This agreement and the completed report shall be subject to the attached Limiting Conditions (also included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

Client's Name

Date of Acceptance

LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.

4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.

6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.

7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, "Chinese drywall" or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

QUALIFICATIONS

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #10461
Member, Appraisal Institute, AI-GRS
State-certified general real estate appraiser RZ1192
Florida State Licensed Real Estate Salesman 0495422

Professional Experience

Principal, Callaway & Price, Inc., since January 1999
Senior Appraisal Consultant, Callaway & Price, Inc., since July 1997 – December 1998
Appraisal Consultant, Callaway & Price, Inc., since April 1994
Associate Appraiser, Pinel & Carpenter, Inc., Orlando, April 1992 - March 1994
Appraiser/Researcher, Callaway & Price, Inc., September 1987 - March 1992
Special Magistrate Palm Beach County 1996-2012
Special Magistrate, Martin County, 2009

Qualified as an Expert Witness

Palm Beach County, Florida
Martin County, Florida
Broward County, Florida
Sarasota County, Florida

Education

Bachelor of Science Degree, Business Administration, Major in Real Estate and Finance, University of Florida
Appraisal Institute:
- Course 101 - An Introduction to Appraising Real Property, 1992
- Course 201 - Principles of Income Producing Properties, 1991
- Course 2-1 - Case Studies in Real Estate Valuation, 1992
- Course 540 - Report Writing and Valuation Analysis, 1993
- Course 2-3 - Standards of Professional Practice Parts A & B, 1991
- Review Theory - General

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- Office Buildings
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- Retail Buildings
- Restaurants
- Special Purpose Properties
- Shopping Centers
- Vacant Commercial Land
- Vacant Industrial Land
- Vacant Multifamily Pods
- Vacant Residential Land
- Vacant Single-Family Subdivisions
- Warehouses

Organizations and Affiliations

Appraisal Institute:
- Experience Review Committee
- Ethics & Counseling Committee
- South Florida Chapter Board of Directors
- Business Development Board Palm Beach County, Member

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHAW, STEPHEN DAY

1639 FORUM PLACE
SUITE 5
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ1192

EXPIRATION DATE: NOVEMBER 30, 2020

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Professional Designations\Licenses\Certifications

Florida State Certified General Real Estate Appraiser #RZ2609

Professional Experience

Appraisal Researcher, Callaway & Price, Inc. - April 1999 – January 2001
Associate Appraiser, Callaway & Price, Inc. – since January 2001

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

- Acreage
- Apartment Complexes
- Cattle Ranches
- Citrus Groves
- Eminent Domain
- Mini-Storage Facilities
- Mobile Home Parks
- Rental Comparability Studies
- Residential Properties
- Retail Buildings
- Subdivisions
- Vacant Land

Organizations and Affiliations

Florida State University Alumni
Florida State University, Real Estate Society, Member
Sigma Alpha Epsilon Fraternity, Florida Beta Chapter
Fort Pierce Sportfishing Club
Ducks Unlimited

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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NEILL, BRYAN ALLEN

1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

LICENSE NUMBER: RZ2609

EXPIRATION DATE: NOVEMBER 30, 2020

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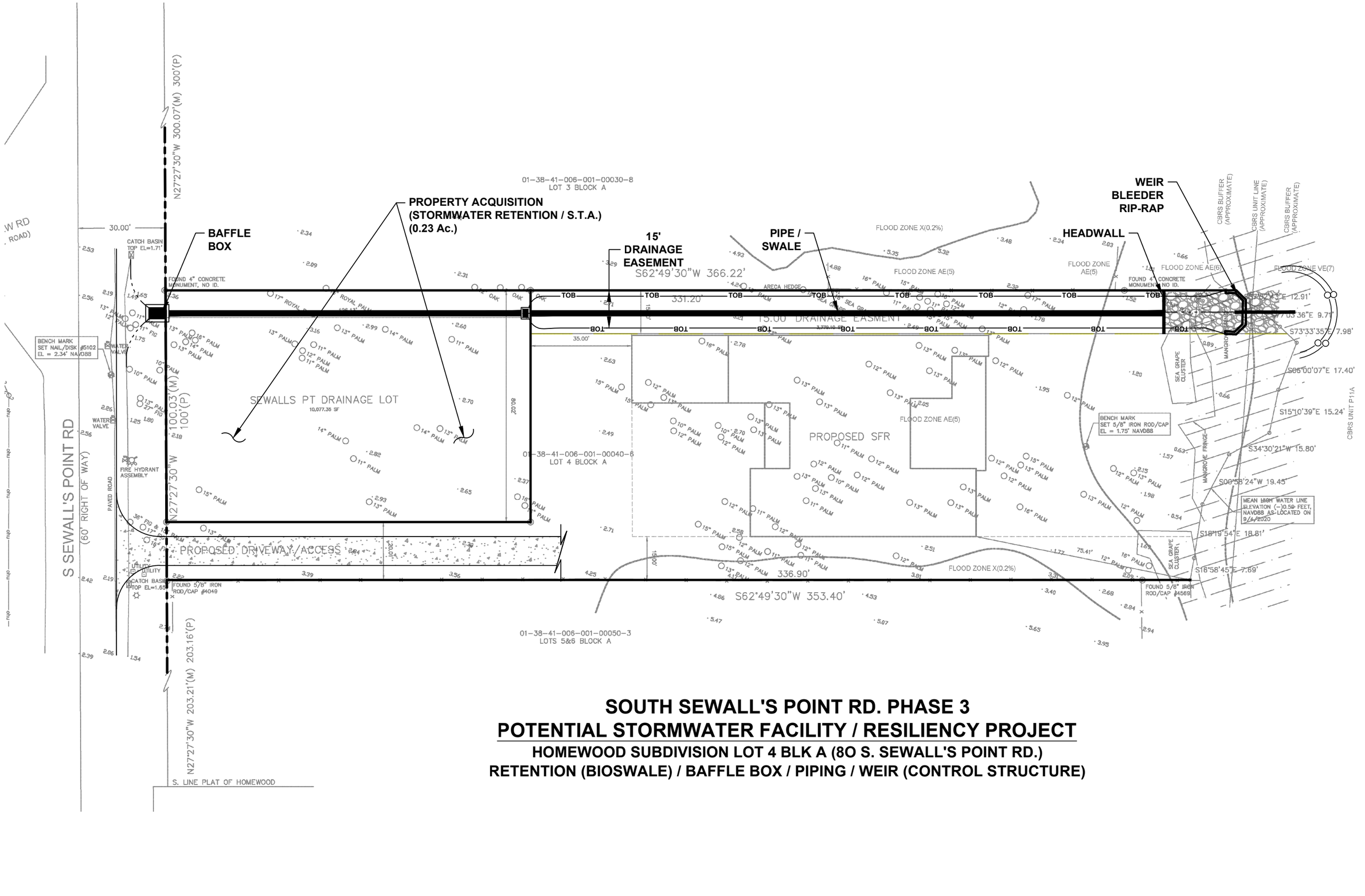

SOUTH SEWALL'S POINT RD. PHASE 3
POTENTIAL STORMWATER FACILITY / RESILIENCY PROJECT

HOMEWOOD SUBDIVISION LOT 4 BLK A (80 S. SEWALL'S POINT RD.)

RETENTION (BIOSWALE) / BAFFLE BOX / PIPING / WEIR (CONTROL STRUCTURE)

An Appraisal of

The Property Located at
78 S. Sewall's Point Road
Sewall's Point, Florida 34996



Requested By

The Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996

As of

November 18, 2020

By

Stephen D, Shaw, MAI, AI-GRS
Bryan A. Neill, MAI

Since 1972

Callaway & Price, Inc.

Real Estate Appraisers & Consultants

Licensed Real Estate Brokers

FILE #20-81605

110 - CERTIFICATE OF VALUE

Attachment 1

CERTIFICATE OF VALUE

Item/Segment:	N/A
State Road:	N/A
County:	Martin
Managing District	N/A
FA No:	N/A
Parcel No:	N/A

We certify to the best of our knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased, professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. We have made a personal inspection of the property that is the subject of this report and we have afforded the property owner the opportunity to accompany us at the time of the inspection. We have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. We understand that this appraisal is to be used in connection with the acquisition of land for drainage purposes.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for highway purposes; and, to the best of our knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. We have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Town of Sewall's Point and we will not do so until authorized by Town officials or until we are required by due process of law, or until we are released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, we acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Town without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon our independent appraisal and the exercise of our professional judgment, our opinion of the market value for the part taken, including easements and net severance damages after special benefits, if any, of the property appraised as of the 18th day of November, 2020 is: $362,000.

Market Value should be allocated as follows:

Land	$ 325,000
Improvements	$ 15,500
Net Damage &/Or Cost to Cure	$ 21,500
Total	$ 362,000

Land Area	10,890 SF
Land Use (H&BU as Improved)	SFR

November 30, 2020	Stephen D. Shaw, MAI, AI-GRS Digitally signed by Stephen D. Shaw, MAI, AI-GRS DN: cn=Stephen D. Shaw, MAI, AI-GRS, o=Cert Gen RZ1192, ou, email=s.shaw@callawayandprice.com, c=US Date: 2020.12.01 10:49:01 -05'00' Stephen D. Shaw, MAI, AI-GRS Bryan A. Neill, MAI Digitally signed by Bryan A. Neill, MAI DN: cn=Bryan A. Neill, MAI, o=Cert Gen RZ2609, ou, email=b.neill@callawayandprice.com, c=US Date: 2020.12.01 10:50:14 -05'00' Bryan A. Neill, MAI
Date	Appraisers

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Licensed Real Estate Brokers
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Please respond to Treasure Coast office
E-Mail: s.shaw@callawayandprice.com

November 30, 2020

Ms. Michele Lee Berger
Town Manager
The Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996

Dear Ms. Berger:

Thank you for the opportunity to provide real estate appraisal services regarding the property located at 78 S. Sewall's Point Road, Sewall's Point, Florida. The purpose of this appraisal was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as of November 18, 2020 in an Appraisal Report. We have also estimated the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any.

This report is intended to comply with the reporting requirements under the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition). The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

The Subject Property will be further described both narratively and legally within the following Appraisal Report. A description of the property appraised, together with an explanation of the scope of work, is contained in the body of the attached report.

For your convenience, a detailed Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent. For this appraisal assignment there were no specific extra ordinary assumptions or hypothetical conditions affecting the Subject Property.

In our opinion the Market Value of the Fee Simple Estate of the Subject Property as of November 18, 2020 was:

$1,275,000

It is also our opinion the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any as of November 18, 2020 was:

$362,000

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The pandemic and subsequent shutdown of the economy has had a negative effect on the national and local economy. The reader is cautioned and reminded that the data presented in this appraisal report is considered the most relevant as of the date of value, however in some cases occurred before this outbreak. Some segments of the market have been negatively impacted by the pandemic. Florida recently moved into Phase 3 of reopening of the economy and economic activity appears to be picking up. It appears the residential market has been one of the least affected property types in this market. As a part of the appraisal assignment, we interviewed several brokers in the area. The majority of these brokers indicated this market has not experienced any significant effects and no real supportable decrease in values. Marketing times were also reported to be typical given a reasonable list price. The main response was potential buyers are leaving heavily populated areas in the Northeast and looking for more secluded areas. The Sewall's Point market fits this destination especially for potential waterfront buyers.

Respectfully submitted,
CALLAWAY & PRICE, INC.

Bryan A. Neill, MAI

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Bryan A. Neill, MAI
Cert Gen RZ2609

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Attachments

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ADDENDA:

Engagement Letter
Qualifications:
Stephen D. Shaw, MAI, AI-GRS
Bryan A. Neill, MAI

CERTIFICATION ADDENDUM

The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Stephen D. Shaw, MAI, AI-GRS and Bryan A. Neill, MAI have completed the requirements of the continuing education program of the Appraisal Institute.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Appraisal Board.

We have made a personal inspection of the property that is the Subject of this report. On November 18, 2020 an inspection of the Subject Property. We also made a personal field inspection of the comparable sales relied upon in making this appraisal. The Subject and the comparable sales relied upon making this appraisal was as represented by the photographs contained in this appraisal.

Bryan A. Neill, MAI

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11/30/2020

Stephen D. Shaw, MAI, AI-GRS
Cert Gen RZ1192

Date

Bryan A. Neill, MAI

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11/30/2020

Bryan A. Neill, MAI
Cert Gen RZ2609

Date

115A - GENERAL ASSUMPTIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included, unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.

5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availabilty of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.

6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this reported and should immediately notify us of any questions or errors.

7. The market value reported herein assumes that all taxes and assessments have been paid and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.

8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.

11. Any maps and exhibits in this report may show approximate dimensions and are included to assist the reader in visualizing the Subject Property. Maps and exhibits found in this report are provided for the reader's reference only and no guarantee of the maps and exhibits' accuracy is expressed or implied unless otherwise stated. In making such maps or exhibits we have relied upon client provided information, tax records, our personal inspections, and any provided sub-consultant information and surveys, if provided.

115B - LIMITING CONDITIONS

1. No hypothetical conditions are part of this appraisal assignment.

2. No extraordinary assumptions are part of this assignment.

3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

120 - SUMMARY OF SALIENT FACTS

PROPERTY TYPE	:	Single-Family Residence
OWNER OF RECORD	:	Virginia R. Reilly Trust
PROPERTY LOCATION	:	78 S. Sewall's Point Road, Sewall's Point, FL 34996
DATE OF VALUATION	:	November 18, 2020
DATE OF REPORT	:	November 30, 2020
PROPERTY DESCRIPTION		
LAND	:	36,590 square feet or 0.84 Acres
PARENT TRACT	:	36,590 square feet
PART TAKEN	:	10,890 square feet
REMAINDER	:	25,700 square feet
EASEMENT	:	3,297 square feet
BUILDING	:	The Subject is improved with a single family residence with 2,799 square feet of living area, 565 square foot garage and 297 square feet of porches. The home was built in 1978 and is in good condition.
ZONING	:	R-1, Residential District by the Town of Sewall's Point
LAND USE PLAN	:	Residential by the Town of Sewall's Point
HAZARDOUS WASTE CONDITIONS	:	None Noted
HIGHEST AND BEST USE		
AS IF VACANT	:	Future development of a single-family residence.
AS IMPROVED	:	Continued use as a single-family residence.

130 - TYPE OF APPRAISAL AND REPORT FORMAT

The Subject Property will be further described both in narrative and legally within the following Appraisal Report.

140 - PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as of November 18, 2020 in an Appraisal Report. We have also estimated the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any. The intended use of this appraisal is to assist the client in decisions regarding the recommended compensation for the property to be acquired, easement, and the damages to the remainder, if any. In the case of the Subject Property, the part to be acquired is a partial taking with the underlying land being considered and a perpetual drainage easement along the northern property boundary. The intended user of the appraisal is the Town of Sewall's Point.

150 - MARKET VALUE DEFINITION

Florida State Road Dept. v. Stack, 231 So.2d859 Fla., 1st DCA 1969

"Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonable be applied."

160 – PROPERTY RIGHTS APPRAISED

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Fee Simple Estate on page 90 as follows:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

No known adverse public or private restrictions affect the site.

175 - SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The purpose of this appraisal was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as of November 18, 2020 in an Appraisal Report. We have also estimated the Market Value of the Fee Simple Estate of the part acquired, easement, and damages to the remainder, if any.

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal was subject to any extraordinary assumptions or hypothetical conditions. This appraisal is not subject to any extraordinary assumptions or hypothetical conditions.

The next step involved the inspection of the Subject Property. Stephen D. Shaw, MAI, AI-GRS (exterior only) and Bryan A. Neill, MAI completed an inspection in November of 2020. In addition to the inspections of the Subject Property, we began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a neighborhood analysis and property data analysis. We gathered and reviewed information from the Martin County Property Appraiser's office, Town of Sewall's Point planning and zoning department, and interviews with brokers.

Again, only a limited inspection was performed at the client's request. Any underground utilities, irrigation, or additional components were not visible during this inspection. If any underground improvements are located within the take area, the contributory value of these improvements and possible additional cost to cure will need to be considered.

Comparable data was gathered from our files, MLS, Public Records, Real Quest, MapWise, and various sources noted throughout this report. The different publications utilized and persons and titles of persons contacted are listed along with the information given within this appraisal. Confirmation of all sales used within this appraisal was made by contacting local brokers, investors, owners and through physical inspection. Confirmations were with buyers, sellers, property managers, brokers, or attorneys involved with or who had knowledge of the transaction or leasing information. This information is retained in our files and available if necessary.

The third step in the process was to determine the Highest and Best Use of the Subject Property. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data-collection process. In this case the Highest and Best Use of the Subject Property is the continued use of the residence.

The fourth step was the application of the appropriate approaches to value. No approaches were specifically omitted from this appraisal either by the client or the appraiser. Typically, the Cost Approach is used for valuing proposed or newly constructed residences. As the improvements age this approach becomes less reliable. The Subject Property was constructed in 1978 and is 42 years old. Given the age and deprecation associated with Subject Property, no Cost Approach was performed. Lastly, any purchaser or investor would likely give less weight to this valuation methodology.

The Sales Comparison approach is typically performed for a single family residence and gives the best indication of value. A search for similar single-family residence sales was made for the Subject's immediate. Adjustments were then made as needed for differences which affect overall value. Comparable data was gathered from my files, St. Lucie County Property Appraisers Office, MapWise, Public Records, Regional MLS and various sources noted throughout this report.

The Income Approach is not a typical motivation for owner user properties similar to the Subject Property. Given the use and single-family improvements in place. The Income Approach was not used.

In the case of the Subject Property, only one approach was used, and a reconciliation was not needed to conclude at a value for the entire property as improved.

The portion of the property to be acquired includes only land and site improvements. We have performed a Land Value Analysis to estimate the contributory value of the raw land. The Sales Comparison Approach has as its premise a comparison of the underlying land associated with the Subject Property with others of similar location, utility and use that have sold in the recent past.

To indicate an underlying land value for the Subject Property, adjustments are made to the comparables for differences from the Subject Property. This procedure typically provides the best indication of Market Value for properties similar to the Subject Property when the market has been active. In order to accurately utilize this approach, we have researched and analyzed similar vacant lots. The resulting analysis is considered to offer a good indication of Market Value for land area to be acquired. The sales utilized are described in more detail within the Land Value Analysis section.

180 - APPRAISAL PROBLEM

We have been asked to provide a value of the Subject Property in its entirety. We have also been asked to estimate the Market Value of the part taken, easement, and damages to the remainder, if any. The value of the part acquired as part of the whole will be estimated. The value of the perpetual drainage easement was also considered. Damages, cost-to-cure, and special benefits, which will be offsetting damages, will also be considered. The site is a single-family residence located along S. Sewall's Point Road.

200 – IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

Property Owner Name and Address

The Subject Property is currently owned by Virginia R. Reilly Trust. The mailing address is 78 S. Sewall's Point Road, Sewall's Point, FL 34996

Legal Description

> Lot 3, Block A, Amended Plat of HOMEWOOD, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, recorded in Plat Book 3, Page 35, said lands situate, lying and being in Martin County, Florida.

Subject Property Location

The Subject Property is located on the east side of S. Sewall's Point Road at S. Ridgeview Road. The physical address is 78 S. Sewall's Point Road, Sewall's Point, Florida 34996. A location map is located below for the reader's convenience.



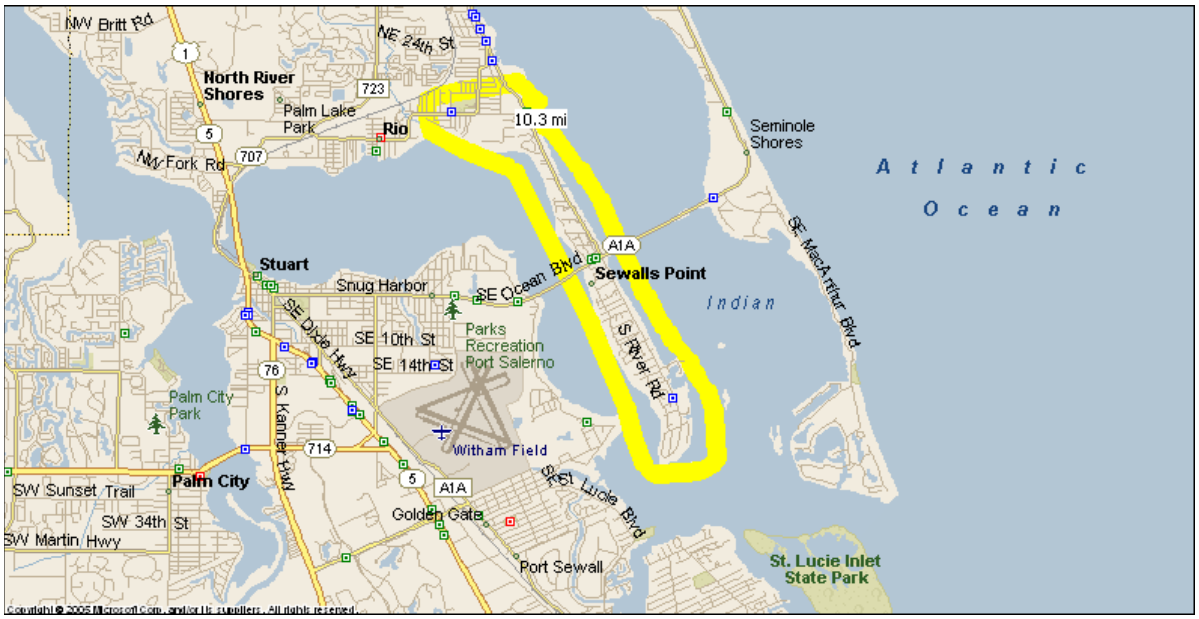
Property Inspection

On November 18, 2020 an inspection of the Subject Property was conducted, at which time no one else accompanied Bryan A. Neill, MAI. Stephen D. Shaw, MAI, AI-GRS, inspected the Subject Property (exterior only) in November of 2020.

220 – DESCRIPTION OF AREA AND NEIGHBORHOOD

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



The Town of Sewall's Point a unique peninsula, located between the St. Lucie and Indian Rivers, has a Commission government consisting of five elected Commissioners and a staff that includes the services of a Town Clerk, a Police Department, Building Department and maintenance personnel, all located in Town Hall that includes a sixty seat Town Meeting Hall and a conference room.

The neighborhood is considered to be Sewall's Point. It is a residential area that is bounded on the east by the Indian River, on the south and west by the St. Lucie River and is connected by land on the north to the Martin County unincorporated areas known as Jensen Beach and Rio. This peninsula is 3.5 miles in length and averages 1/3 mile in width. Of the 780 acres comprising Sewall's Point, 766 acres (98.20%) are designated for single-family residential use. The southernmost point of the peninsula lies approximately two miles west of the Atlantic Ocean by way of the St. Lucie Inlet. Lying easterly across the Indian River is Hutchinson Island and the Town of Stuart is to the west across the St. Lucie River.

The major east/west thoroughfare is State Road A1A (SE Ocean Boulevard), a two-lane paved thoroughfare which leads from the mainland and the City of Stuart to the west to Hutchinson Island and the Atlantic Ocean to the east. The major north/south thoroughfare is Sewall's Point Road, a two-lane paved thoroughfare that leads from Sewall's Point north to the City of Jensen Beach.

The only commercially zoned land within the city limits of Sewall's Point is located on East Ocean Boulevard. The commercial development consists of the Sewall's Point office building, containing approximately 32,000 square feet; the St. Lucie building, an office condominium containing approximately 16,000 square feet; a neighborhood strip center known as Harbor Bay Plaza, containing approximately 61,805 square feet; Premier Realty Real Estate office; and Benihana Restaurant. The aforementioned properties are the total of commercial development within the City of Sewall's Point. Additionally, there is no vacant land for future commercial development.

Harbor Bay Plaza is the only neighborhood shopping plaza within the Subject neighborhood. This shopping center caters to an upper-scale clientele and contains numerous specialty stores. Other neighborhood shopping centers within close proximity to Harbor Bay Plaza are Cedar Pointe Plaza, Cedar Pointe Plaza East, Hutchinson Island Shoppes, Island Shops and the Galleria. In addition to these neighborhood shopping centers, there is a new Publix shopping center located on the Barrier Island, which contains 4,847 square feet of local retail space. The site is located on 13.25 acres, of which 4.21 are usable uplands. The center is known as Seabreeze Shops.

Conclusion

Sewall's Point is strategically located between the City of Stuart and Hutchinson Island and the beaches to the east. It is also situated in close proximity to the St. Lucie Inlet, which makes the waterfront properties highly desirable for boaters. Demand for Sewall's Point properties should remain good for the foreseeable future.

230 – DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES

Site Size, Shape, and Access

The Subject Property is located on the east side of S. Sewall's Point Road at S. Ridgeview Road. The physical address is 78 S. Sewall's Point Road, Sewall's Point, Florida 34996. The Subject is rectangle shaped lot and consists of one legal parcel of record. Access is available along S. Sewall's Point Road. S. Sewall's Point Road is a two-lane paved roadway. The Subject Property is 0.84 acres or 36,590 square feet. The Subject Property has approximately 100 front feet along the Indian River.

The Subject site is an improved single-family lot. Following is a plat map of the Subject Parcel.



Utilities

All utilities are available to the Subject Property with sewer and water provided by the Martin County Utilities and electricity from FPL. Telephone and cable services are provided by a variety of providers.

Topography

We were not provided with a topographical survey, wetland identification/delineation or soil boring study of the site. An inspection of public records and aerials did not indicate adverse issues of this nature. The Subject site is generally level and above road grade. The overall site's topographical features are similar to the surrounding properties and not considered adverse. The soils are sandy and there are no areas

of wetlands present. The property also slopes towards the river. Below is a summary of the Subject's characteristics.

Soils							
MUID	Map Unit Name	Component Name	Component Pct	Hydric	Hydric Grp	Percent of Total	Acres
35	SALERNO SAND	SALERNO	80	NO	A/D	67.9	0.57
41	JONATHAN SAND, 0 TO 5 PERCENT SLOPES	JONATHAN	85	NO	A	32.1	0.27
						TOTAL ACRES	0.84

Land Cover 2017 (includes wetlands)					
LUCODE	Description	WMD	YEAR	Percent of Total	Acres
1210	Medium Density, Fixed Single Family Units	SFWMD	2014-2016	99	0.83
5410	Embayments Opening Directly to Gulf or Ocean	SFWMD	2014-2016	1	0.01
				TOTAL ACRES	0.84

Flood Report

Address (from parcels)	78 S SEWALL'S POINT RD
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	INSIDE SPECIAL FLOOD HAZARD AREA INSIDE SPECIAL FLOOD HAZARD AREA OUTSIDE SPECIAL FLOOD HAZARD AREA INSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	HIGH RISK AREAS HIGH RISK - COASTAL AREAS MODERATE RISK AREAS HIGH RISK AREAS
Flood Zone(s)	AE VE X500 AE
Description(s)	AE = 100-YEAR FLOODPLAIN VE = 100-YEAR FLOODPLAIN X500 = 500-YEAR FLOODPLAIN AE = 100-YEAR FLOODPLAIN
Base Flood Elevation	6.000000000 7.000000000 -9999.000000000 5.000000000
NFIP Community Name	Town of Sewall's Point
County	MARTIN
State	Florida
NFIP Community Number	120164
NFIP Map Number or Community Panel Number	12085C0154H
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	2/19/2020
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



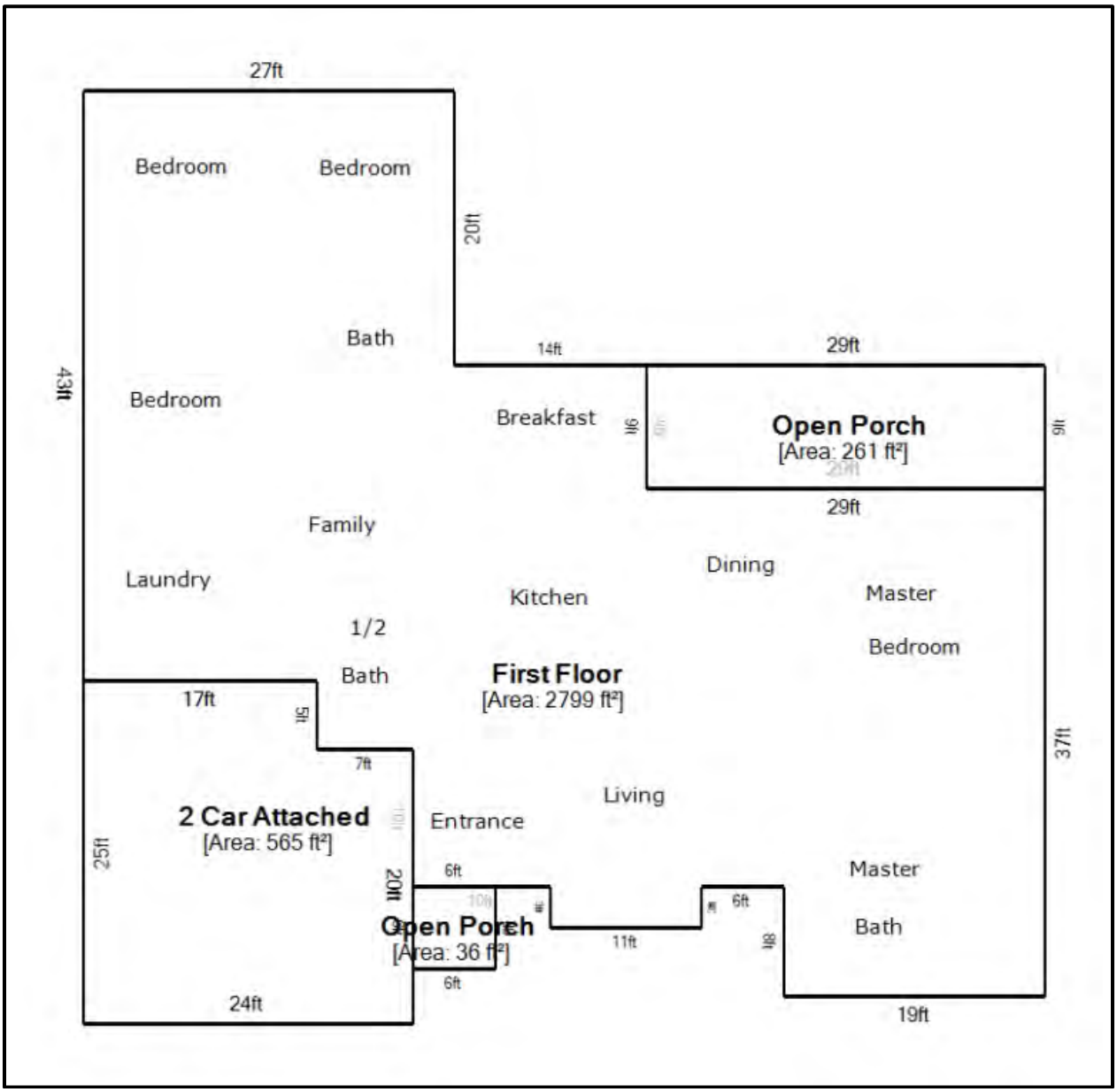
Land Improvements

The Subject site is typical for that of residential development with ingress and egress from S. Sewall's point Road. Principal site improvements consist of all utilities available to the site, drainage swales along roadways, landscaping, and natural vegetation.

Building Improvements

Type of Buildings	:	Single-Family Residence
Date of Construction	:	1978
Height	:	One-story
Type of Construction	:	Concrete Block
Roof	:	Metal
Exterior Walls	:	Stone & Stucco
Garage	:	Two car garage
Contains	:	The Subject Property consists of a single-family residence with 2,799 square feet of living area, 565 square foot garage, and 297 square feet of porches. In addition to the residence there is an open pool, chain link fence, and a driveway.
Condition and Comments	:	The improvements appear to be in good condition. The Subject Property has been renovated over the past few years. The improvements appear exhibit good functional utility for the intended use.

Building Sketch



SUBJECT PHOTOS



Subject Aerial



Front View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Rear View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Interior View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Interior View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Interior View of Subject Property
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Interior View of Subject Property
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Interior View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Interior View of Subject Property
Photo taken 11/18/2020 by Bryan A. Neill, MAI



View of Proposed Taking
Photo taken 11/18/2020 by Bryan A. Neill, MAI



View of Proposed Taking
Photo taken 11/18/2020 by Bryan A. Neill, MAI



View of Drainage Easement Area
Photo taken 11/18/2020 by Bryan A. Neill, MAI



River Scene – View along Indian River
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Street Scene – View along S. Sewall's Point Road
Photo taken 11/18/2020 by Bryan A. Neill, MAI



Street Scene – View along S. Sewall's Point Road
Photo taken 11/18/2020 by Bryan A. Neill, MAI

235 – EXISTING TRANSPORTATION FACILITY DESCRIPTION

S. Sewall's Point Road is a residential two-lane paved roadway which connects the southern portion of Sewall's Point to NE Ocean Boulevard.

240 – ZONING & LAND USE PLAN

Zoning

The site is zoned R-1, Residential District, by the Town of Sewall's Point. Permitted uses in the R-1 district are as follows:

- *One single-family dwelling.* It shall be unlawful for any person to occupy or to allow the occupancy of a single-family dwelling by any arrangement other than by one family as defined in section 82-1.
- *Accessory uses as follows:*

  Other customary accessory uses and buildings are permitted provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Any accessory building shall be located on the same lot with the principal building.

  All accessory buildings containing private garages shall: (i) not have any portion of the entryway to the garage facing the front lot line; and (ii) be landscaped with one native tree per 20 feet of building wall, or less, on the side facing the front lot line. Trees shall at maturity exceed the height of the building, be evenly spaced, and be no further than 30 feet from the building. Palm trees may not be used to meet this requirement. (Example: 21 feet of wall would require two trees.)

  Accessory dwellings, guesthouses or staff quarters will be permitted only if the following conditions are met:

- The lot area shall not be less than 27,500 square feet, exclusive of any private road right-of-way and/or easement to be used for access to or egress from another lot or road.
- An accessory dwelling, or, in the alternative, a guesthouse or staff quarters structure, shall be permitted, but not more than one accessory dwelling, guesthouse or staff quarters shall be permitted as to any one residence.
- Accessory buildings located less than 100 feet from the front property line shall be limited to one story with a finished ceiling no more than ten feet high.

- Home offices. No person shall use any buildings or portion thereof for the purpose of carrying on or practicing any profession, office or calling, and such use is hereby declared to be a violation of this chapter, except for home offices which shall comply with the following requirements:
- The home office shall be conducted entirely within a dwelling unit and shall be limited to office uses, unless otherwise permitted by the commission.
- There shall be no change to the exterior of the dwelling unit, including, but not limited to, the provision of parking stalls, signs or lighting, which might indicate there is a business operating upon the property.
- The home office shall not have signage which is visible from the exterior of the property.
- The home office shall generate no more traffic than would be expected from a single-family dwelling in a residential neighborhood.
- As part of the home office business, the operator shall not operate any electrical equipment which interferes with any telecommunication services, including, but not limited to, internet, satellite, radio or television reception of neighboring residents.
- A greenhouse or slat house shall be permitted, not to exceed 200 square feet; provided, however, that no manure or odor- or dust-producing substance shall be stored within 20 feet of any adjoining lot line; that no greenhouse heating plant shall be operated within 20 feet of any adjoining lot line; that no products, including, but not limited to, flowers or vegetables, shall be produced for commercial purposes; and that at no time shall the plants, vegetables or flowers be grown under artificial lights unless, through the use of some device, such lights are made completely invisible off the immediate premises.

Land Use

The predominant future land use in the Town of Sewall's Point is Residential. The Subject's zoning conforms to this land use.

250 – ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

The Subject site consists of one parcel of record. The Martin County Property Appraiser's Office 2020 assessments and taxes for the Subject Parcel is as follows:

HONORABLE
RUTH PIETRUSZEWSKI, CFC

Property Address 78 S SEWALL'S POINT RD
Legal Description HOMEWOOD, LOT 3 BLK A

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

REAL ESTATE

MARTIN COUNTY
2020 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

PARCEL ID: **01-38-41-006-001-00030.80000**
ALTERNATE ID: **17644**
ESCROW CODE:

VIRGINIA R REILLY TRUST
VIRGINIA R REILLY TTEE
78 S SEWALLS POINT RD
STUART, FL 34996

SCAN TO VIEW YOUR BILL ONLINE!

If Paid By	Nov 30, 2020					
Please Pay	7,146.34				Paid	$7,146.34 11/12/2020

Ad Valorem Assessments

Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
TOWN OF SEWALLS PT	772-287-2455	2.8700	466,778	50,500	416,278	1,194.72
SCHOOL-GENERAL FUND	772-219-1200	3.6990	466,778	25,500	441,278	1,632.29
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	466,778	25,500	441,278	661.92
SCHOOL - DISCRETIONARY	772-219-1200	0.7480	466,778	25,500	441,278	330.08
SCHOOL ADDTNL VOTER MIL	772-219-1200	0.5000	466,778	25,500	441,278	220.64
CHILDRENS SERVICES ORDNCS	772-288-5758	0.3618	466,778	50,500	416,278	150.61
FL-INLAND NAVIGATION DIST	561-627-3386	0.0320	466,778	50,500	416,278	13.32
S. FLA WTR MGMT	561-686-8800	0.2675	466,778	50,500	416,278	111.36
COUNTY-GENERAL FUND-OP	772-288-5504	6.7618	466,778	50,500	416,278	2,814.79
MILLAGE CODE 2200	TOTAL MILLAGE	16.7401			TOTAL AD VALOREM TAXES	$7,129.73

Exemptions
ADDL HOMESTEAD CITY
ADDL HOMESTEAD CTY
HOMESTEAD
WIDOW'S

Non Ad Valorem Assessments

Levying Authority	Telephone	Rate ($ per unit)	Tax Amount
SANITATION/TRASH	772-223-7943		314.37
		TOTAL NON AD VALOREM TAXES	$314.37
		TOTAL	$7,444.10

The combined taxes and assessments for 2020 was $7,444.10. The 2020 taxes and assessments were reported to be paid in full for the Subject Property.

260 – HISTORY OF PROPERTY

The Subject Property consists of one parcel of record which is owned by Virginia R. Reilly Trust. A title search was not provided by the client. Per Martin County Property Appraiser's records, the most recent transfer of the Subject Property occurred on January 6, 2020 as recorded Official Records Book 3106, Page 1966. This was a transfer from Virginia R. Reilly to the Virginia R, Reilly Trust. Prior to this transfer, the Subject Property was purchased by Virginia R. Reilly from the Edward Reilly Revocable Trust on December 20, 2019 as recorded Official Records Book 3102, Page 2774. The recorded sale price was $850,000 or $303.67 per square foot of living area. This was reported to be a non-arm's transaction.

270 – EXPOSURE TIME

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 83 as follows:

1. "The time a property remains on the market."

2. "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

280 – PUBLIC AND PRIVATE RESTRICTIONS

No known adverse public or private restrictions affect the site.

300 – HIGHEST AND BEST USE ANALYSIS

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 109 as follows:

1. "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

2. "The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)"

3. "The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

302 – HIGHEST AND BEST USE CONCLUSION

Conclusion – As If Vacant

The Highest and Best Use of the Subject Property is the future development of the Subject Property with a single-family use.

1. The Subject site is zoned R-1, Residential District, by the Town of Sewall's Point with a similar land use designation. R-1 is a restrictive zoning classification by the Town of Sewall's point which would allow for single-family residences only. Development of a single-family residence use is the only use legally possible under the zoning code and is most probable.

2. The Subject is a typical residential site for the area and contains 0.84 acre or 36,590 square feet. The Subject Property has approximately 100 front feet along the Indian River. Access is available from S. Sewall's Point Road. The site size and shape would allow for typical single-family residential development with a waterfront amenity.

3. From all indications the residential sector is stabilizing with pricing steadily increasing over the past few years. New development is prevalent in this market with home developers purchasing lots in the same general area.

4. In our opinion the maximally productive use of the Subject Property is the future development of the Subject Property with a single-family use. No other uses are allowed.

Conclusion – As Improved

The Highest and Best Use of the Subject Property "As Improved" is the continued use of the improvements located on the Subject Property.

1. The Subject improvements are currently allowed under the current zoning and land-use classification.

2. The Subject's improvements exist and are typical for the area. The existing improvements are physically possible.

3. The existing improvements are consistent with single-family residences in the area and are functional. These improvements provide value to the existing site.

4. In our opinion the maximally productive use of the Subject Property is for continued use as a single-family residence. The existing improvements contribute value to the site and would not be feasible to raze and reconstruct a similar use.

305 - APPROACHES TO VALUE USED AND EXCLUDED

In estimating the Market Value of real estate, three valuation procedures are available for utilization. They are the Cost, Sales Comparison, and Income Capitalization Approaches. As stated within the Scope section of this report, only the Sales Comparison Approach was applicable to value the Subject Property within the Land Value Analysis. The Subject Property is an improved lot.

310 – LAND VALUATION

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

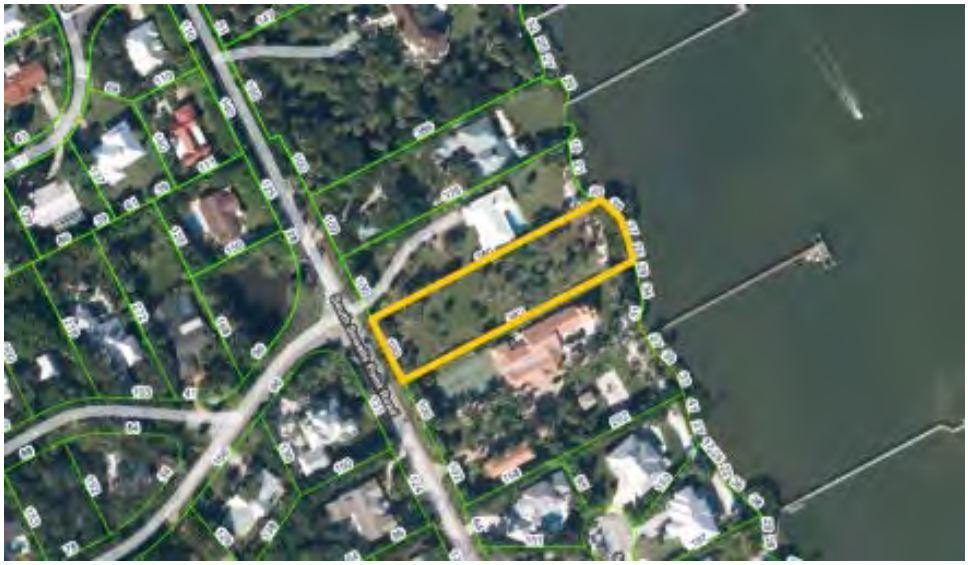
- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Comparable data was gathered from our files, the Public Records, Multiple Listing Service (MLS), MapWise, and various sources noted throughout this. The different publications utilized and persons and titles of persons contacted are listed along with the information given within this appraisal. Confirmation of all sales used within this appraisal was made by contacting local brokers, investors, and owners and through physical inspection.

In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject. Our search was focused on residential lots located within the Subject's Market that had similar development potential and similar waterfront amenities. We analyzed the Subject Property based on a price per square foot of land basis, as this is the most recognized unit of comparison in this market. We also considered price per lot. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, site quality, and zoning. The four comparable sales indicated a non-adjusted range from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot. Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.

Land Sale 1



Property Identification

Record ID	4269
Property Type	Residential, Single-Family Lot
Address	80 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-006-001-00040-6
Longitude, Latitude	W-80.193856, N27.192565

Sale Data

Grantor	John D. & Paul E. Neuner
Grantee	Medalist Building Group, LLC
Sale Date	September 08, 2020
Deed Book/Page	3162/1172
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$870,000
Cash Equivalent	$870,000
Adjusted Price	$870,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	381

Land Size Information

Gross Land Size	0.84 Acres or 36,590 SF
Front Footage	100 ft Total Frontage:

Indicators

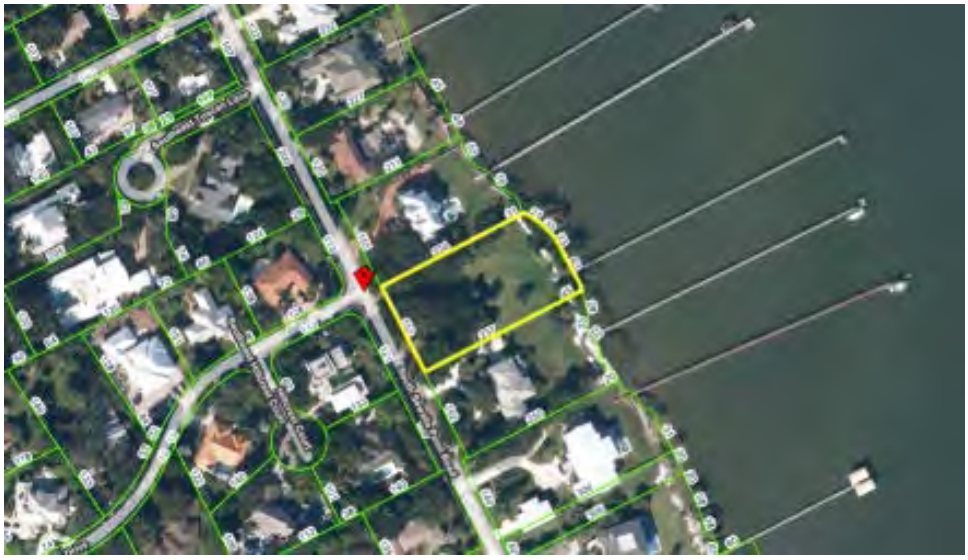
Sale Price/Gross Acre	$976,430 Actual or $976,430 Adjusted
Sale Price/Gross SF	$22.42 Actual or $22.42 Adjusted
Sale Price/Front Foot	$8,700 Actual or $8,700 Adjusted

Remarks

This property is 0.84 acres or 36,590 square feet. The Subject Property has approximately 100 front feet along the Indian River. This site was purchased for future development of a single family residence. It was also reported approvals were in place for a 384 foot boat dock.

This property was not publicly listed at the time of sale but was previously listed for $875,000 and was on the market for 130 days.

Land Sale 2



Property Identification

Record ID	4271
Property Type	Residential, Single-Family Lot
Address	36 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-014-000-00020-2
Longitude, Latitude	W-80.197408, N27.198279

Sale Data

Grantor	Stephen & Julianne McGovern
Grantee	36 S Sewalls Point Road LLC
Sale Date	September 24, 2020
Deed Book/Page	3161/1716
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	Sold 05/11/2018 for $899,000
Sale Price	$900,000
Cash Equivalent	$900,000
Adjusted Price	$900,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	230

Land Size Information

Gross Land Size	0.974 Acres or 42,427 SF
Front Footage	152 ft Total Frontage:

Indicators

Sale Price/Gross Acre	$924,025 Actual or $924,025 Adjusted
Sale Price/Gross SF	$21.21 Actual or $21.21 Adjusted
Sale Price/Front Foot	$5,921 Actual or $5,921 Adjusted

Remarks

This property is 0.974 acres or 42,427 square feet. The Subject Property has approximately 152 front feet along the Indian River. This site was purchased for future development of a single family residence. There was a dock in place at the time of sale.

This property was listed for $920,000 at the time of sale and was on the market for 336 days.

Land Sale 3



Property Identification

Record ID	4272
Property Type	Residential, Single-Family Lot
Address	52 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-4100-1011-000204
Longitude, Latitude	W-80.195736, N27.195007

Sale Data

Grantor	Roger Frank Quisenberry
Grantee	Jordan & Barbara Wagner
Sale Date	January 29, 2019
Deed Book/Page	3038/2919
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$850,000
Cash Equivalent	$850,000
Adjusted Price	$850,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	289

Land Size Information

Gross Land Size	0.745 Acres or 32,452 SF
Front Footage	100 ft Total Frontage:

Indicators

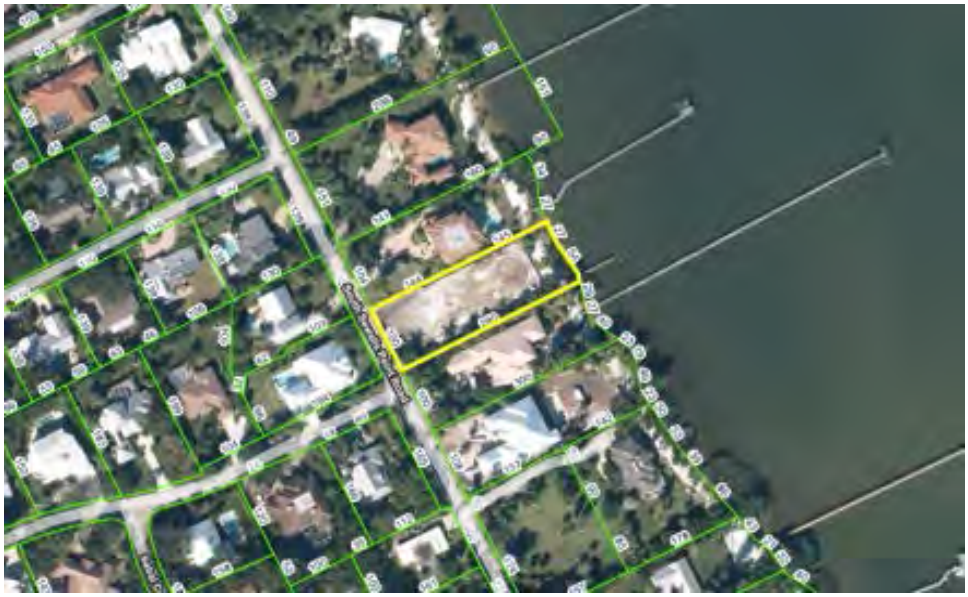
Sale Price/Gross Acre	$1,140,947 Actual or $1,140,947 Adjusted
Sale Price/Gross SF	$26.19 Actual or $26.19 Adjusted
Sale Price/Front Foot	$8,500 Actual or $8,500 Adjusted

Remarks

This property is 0.745 acres or 32,452 square feet. The Subject Property has approximately 108 front feet along the Indian River. This site was purchased for future development of a single family residence.

This property was listed for $895,000 at the time of sale and was on the market for 311 days.

Land Sale 4



Property Identification

Record ID	4270
Property Type	Residential, Single-Family Lot
Address	52 S. Sewall's Point Road, Sewall's Point, Martin County, Florida
Tax ID	01-38-41-001-010-00030-4
Longitude, Latitude	W-80.196045, N27.195802

Sale Data

Grantor	Milord Development Corporation
Grantee	Edgardo & Susan Abello
Sale Date	March 02, 2018
Deed Book/Page	2978/2305
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	$800,000
Cash Equivalent	$800,000
Adjusted Price	$800,000

Land Data

Zoning	R-1, Residential
Topography	Generally Level
Utilities	All Available
Shape	Rectangle
Access	Paved Road
Soils	Sandy
Depth	289

Land Size Information

Gross Land Size	0.664 Acres or 28,924 SF
Front Footage	100 ft Total Frontage:

Indicators

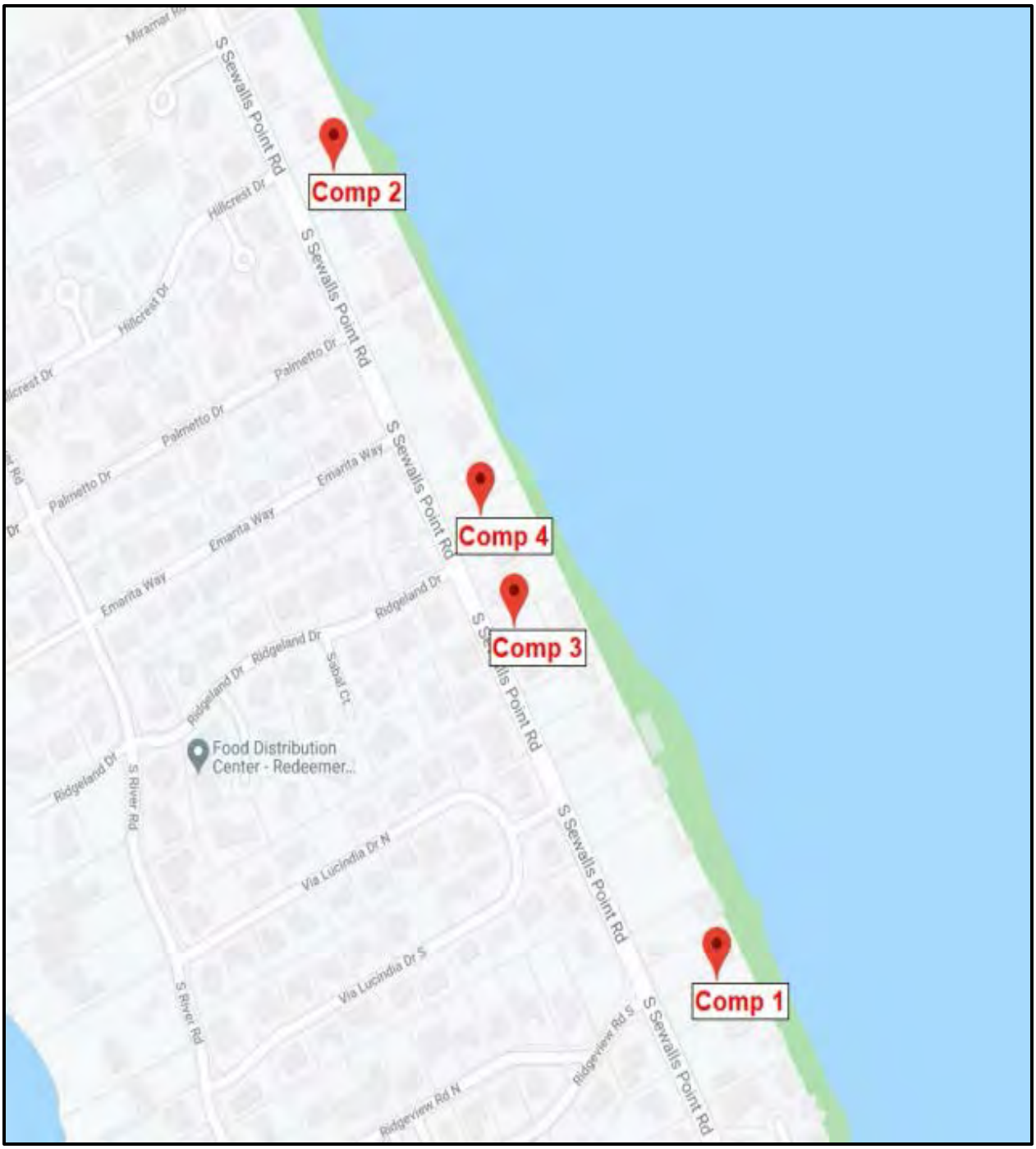
Sale Price/Gross Acre	$1,204,819 Actual or $1,204,819 Adjusted
Sale Price/Gross SF	$27.66 Actual or $27.66 Adjusted
Sale Price/Front Foot	$8,000 Actual or $8,000 Adjusted

Remarks

This property is 0.664 acres or 28,924 square feet. The Subject Property has approximately 100 front feet along the Indian River. This site was purchased for future development of a single family residence. There was an old damaged dock in place at the time of sale.

This property was listed for $895,000 at the time of sale and was on the market for 231 days.

Land Sales Map



Discussion of Vacant Land Sales

As shown on the following chart, our search revealed four sales of lots recently purchased for single-family residential uses located in the general vicinity of the Subject Property. As shown below, the comparables indicated non-adjusted values ranging from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot.

Vacant Lot Sales

Comparable Number	Subject	1	2	3	4
Record ID Number		**4269**	**4271**	**4272**	**4270**
OR Book/Page		3162/1172	3161/1716	3038/2919	2978/2305
Date of Sale / Value	-	9/8/2020	9/24/2020	1/29/2019	3/2/2018
Location	78 S. Sewall's Point Road	80 S. Sewall's Point Road	36 S. Sewall's Point Road	54 S. Sewall's Point Road	52 S. Sewall's Point Road
City	Stuart	Stuart	Stuart	Stuart	Stuart
Site Size -Acres	0.840	0.891	0.974	0.745	0.664
Site Size - Square Feet	36,590	38,812	42,427	32,452	28,924
Zoning	R-1	R-1	R-1	R-1	R-1
Land Use	R	R	R	R	R
Shape	Rectangle	Rectangle	Rectangle	Rectangle	Rectangle
View	River	River	River	River	River
Adjusted Sale Price	-	$870,000	$900,000	$850,000	$800,000
Adj. Price / Square Foot	-	$22.42	$21.21	$26.19	$27.66
Adjustments					
Property Rights	-	0%	0%	0%	0%
Financial Consideration	-	0%	0%	0%	0%
Conditions of Sale	-	0%	0%	0%	0%
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66
Physical Adjustments					
Location	Good	0%	0%	0%	0%
Site Size - Square Feet	36,590	0%	0%	0%	0%
Zoning/Land Use	R-1/R	0%	0%	0%	0%
Shape	Rectangle	0%	0%	0%	0%
View	River	0%	0%	0%	0%
Site Quality	Interior	0%	0%	0%	0%
Net Adjustments	0%	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66

Average	$24.37
Minimum	$21.21
Maximum	$27.66
Median	$24.30

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. Based on our conversations each of the sales was marketed through MLS and not either bank or short sales. Therefore, no adjustment was warranted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred March 2018 to September 2020 and are all somewhat recent indications of value. It appears the residential market in Sewall's Point has been somewhat stable over this period. This is supported by the prior sale of Comparable 2 at $899,999 in May of 2018. As a result no adjustments were made for market conditions.

Location

The Subject Property is located within the Town of Sewall's Point in close proximity to the Indian River. All four sales are located in the Subject's immediate area within the same general neighborhood. No location adjustments were warranted.

Size

The Subject Property contains 36,590 square feet. The comparable sales indicate a range from 28,924 to 42,427 square feet. All four comparables are considered similar and bracket the Subject Property. No adjustments were warranted.

Zoning/Land Use

The Subject Property and all comparables were zoned R-1 with Residential land uses. Therefore, no adjustments were warranted.

Shape

The Subject Property and all the comparables are rectangle in shape and are considered similar. No adjustments were warranted.

View

The Subject Property and all the comparables have river views and are considered similar. No adjustments were warranted.

Site Quality

The Subject Property is a typical lot with no wetlands. All of the comparables have similar development potential as the Subject Property. None of the comparables warranted an adjustment for site quality.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $21.21 to $27.66 per square foot, with an average of $24.37 per square. We have given most weight to Comparable 1 as it is the recent sale of the adjacent property. Considering the indications from the comparables the Market Value of the Subject Property is best represented at $23.25 per square foot of land and is calculated as follows:

36,590 Square Feet	X	$23.25 Per Square Foot	=	$850,718

Say, $850,000

335 – SALES COMPARISON APPROACH

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Sales Comparison Approach on page 207 as follows:

> "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."

340 – COLLECTION OF COMPARABLE SALES

Comparable data was gathered from our files, the Public Records, Multiple Listing Service (MLS), MapWise, and various sources noted throughout this. The different publications utilized, and persons and titles of persons contacted are listed along with the information given within this appraisal. Confirmation of all sales used within this appraisal was made by contacting local brokers, investors, and owners and through physical inspection. Confirmations were with buyers, sellers, property managers, brokers, property appraiser's office, or attorneys involved with or who had knowledge of the transaction.

345 – IMPROVED SALES

The Sales Comparison Approach has as its premise a comparison of the Subject Property with others of similar design, utility and use that have sold in the recent past. In order to accurately utilize this approach, we have researched and analyzed similar residences.

The Subject Property consists of a single-family residence with 2,799 square feet of living area. The three comparable sales selected for direct comparison to the Subject Property occurred between September 2018 and May 2020. The unadjusted value indications range from $850,000 to $1,000,000 or $310.67 to $365.90 per square foot.

Details of each sale and a sales location map are located on the following pages. A sales chart and discussion follow.

Improved Sale 1



Property Identification

Property Type	Residential, Single-Family
Address	8 S. Sewall's Point Road, Sewall's Point, FL 34996
Tax ID	01-38-41-004-004-00110-7

Sale Data

Grantor	Marcia L. Galford Trust
Grantee	Resco Holdings, LLC
Sale Date	May 11, 2020
Deed Book/Page	3128/2949
Property Rights	Fee Simple
Marketing Time	54 Days
Conditions of Sale	Arm's Length
Financing	Cash
Sale Price	$850,000
Cash Equivalent	$850,000

Land Data

Upland Site Size	23,422 SF
Zoning	R-1, Residential
Utilities	All Available

General Physical Data

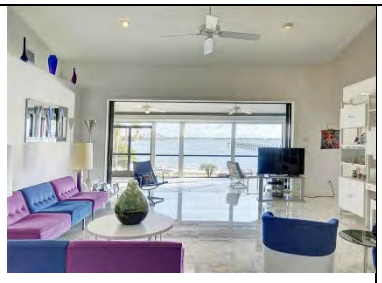
Building Type	Single Family Residence
Living SF	2,736
Construction Type	Frame
Roof Type	Asphalt Shingle
Foundation	Concrete
Electrical	Adequate
HVAC	Adequate
Stories	1
Year Built	1987

Indicators

Sale Price / SF of LA	$310.67

Remarks

This home was reported to be dated. There was a pool and a two garage associated with this residence. Below are interior photos provided via MLS.

		
Kitchen	Living Area	Master Bathroom

Improved Sale 2



Property Identification

Property Type	Residential, Single-Family
Address	86 N. Sewall's Point Road, Sewall's Point, FL 34996
Tax ID	35-37-41-001-000-00010-9

Sale Data

Grantor	Kevin & Mary Lou Adrian
Grantee	Thomas Collins & Judy Garzon
Sale Date	March 29, 2019
Deed Book/Page	3050/1211
Property Rights	Fee Simple
Marketing Time	197 Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale Price	$940,000
Cash Equivalent	$940000

Land Data

Upland Site Size	19,646 SF
Zoning	R-1, Residential
Utilities	All Available

General Physical Data

Building Type	Single Family Residence
Living SF	2,569
Construction Type	Frame - Stucco
Roof Type	Metal
Foundation	Concrete
Electrical	Adequate
HVAC	Adequate
Stories	2
Year Built	1988

Indicators

Sale Price / SF of LA	$365.90

Remarks

This sale was reported to be in good condition. There was a dock and two car garage associated with this property. Below are interior photos provided via MLS.



Kitchen



Living Area



Master Bathroom

Improved Sale 3



Property Identification

Property Type	Residential, Single-Family
Address	32 S. Sewall's Point Road, Sewall's Point, FL 34996
Tax ID	01-38-41-001-004-00010-1

Sale Data

Grantor	Joseph & Catherine Maher
Grantee	Lawrence & Marina Nemiroff
Sale Date	September 18, 2018
Deed Book/Page	3018/124
Property Rights	Fee Simple
Marketing Time	89 Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale Price	$1,000,000
Cash Equivalent	$1,000,000

Land Data

Upland Site Size	27,878 SF
Zoning	R-1, Residential
Utilities	All Available

General Physical Data

Building Type	Single Family Residence
Living SF	3,033
Construction Type	Frame - Hardi
Roof Type	Tile
Foundation	Concrete
Electrical	Adequate
HVAC	Adequate
Stories	2
Year Built	1986

Indicators

Sale Price / SF of LA	$329.71

Remarks

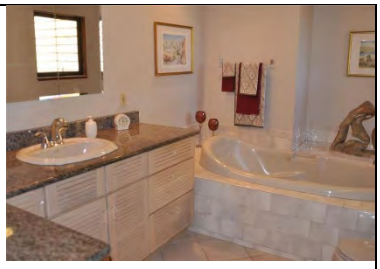
This sale was reported to be in good condition. This property has a pool, three car garage, and dock. Below are interior photos provided via MLS.



Kitchen

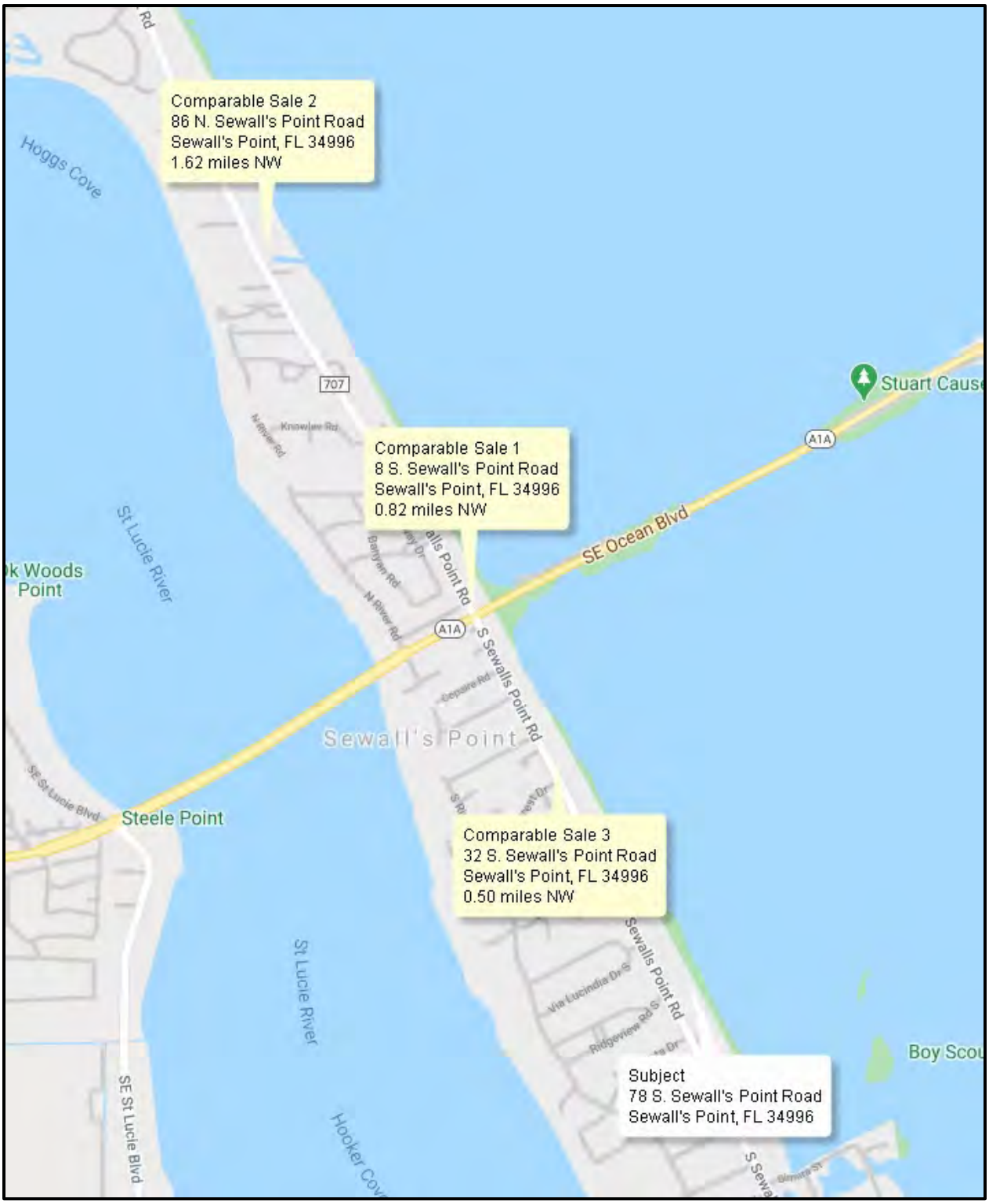


Living Area



Master Bedroom

Improved Sales Map



IMPROVED ADJUSTMENT GRID

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	78 S. Sewall's Point Road Sewall's Point, FL 34996	8 S. Sewall's Point Road Sewall's Point, FL 34996		86 N. Sewall's Point Road Sewall's Point, FL 34996		32 S. Sewall's Point Road Sewall's Point, FL 34996	
Proximity to Subject		0.82 miles NW		1.62 miles NW		0.50 miles NW	
Sales Price	$	$ 850,000		$ 940,000		$ 1,000,000	
Price/Gross Liv. Area	$ ☑	$ 310.67 ☑		$ 365.90 ☑		$ 329.71 ☑	
Data and/or Verification Sources		MLS Public Records		MLS Public Records		MLS Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Sales or Financing Concessions		Cash None		Conventional None		Conventional None	
Date of Sale/Time		05/11/2020	0	03/29/2019	+47,000	09/24/2018	+100,000
Location	Sewall's Point	Sewall's Point		Sewall's Point		Sewall's Point	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	36,590 SF	23,422 SF	+310,000	19,646 SF	+390,000	27,878 SF	+200,000
View	River	River		River		River	
Design and Appeal	Contemporary	Contemporary		Contemporary		Contemporary	
Quality of Construction	Good	Good	+70,000	Good		Good	
Age	42 Years	33 Years		32 Years		34 Years	
Condition	Good	Average		Good		Good	
Above Grade Room Count 100	Total 10 / Bdrms 4 / Baths 2.50	Total 10 / Bdrms 4 / Baths 3.00	-5,000	Total 9 / Bdrms 3 / Baths 2.50		Total 9 / Bdrms 3 / Baths 3.50	-10,000
Gross Living Area	2,799 Sq.Ft.	2,736 Sq.Ft.	+6,300	2,569 Sq.Ft.	+23,000	3,033 Sq.Ft.	-23,400
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2 Car Garage	2 Car Garage	0	2 Car Garage	0	3 Car Garage	-10,000
Porch, Patio, Deck, Fireplace(s), etc.	Open Porches Patio	Open Porches Patio		Open Porches Patio		Open Porches Patio	
Fence, Pool, etc.	Pool	Pool		None	+40,000	Pool	
Other	None	None		Dock	-50,000	Dock	-50,000
Net Adj. (total)		[X] + [ ] -	$ 381,300	[X] + [ ] -	$ 450,000	[X] + [ ] -	$ 206,600
Adjusted Sales Price of Comparable		Gross: 46.0% Net: 44.9%	$ 1,231,300	Gross: 58.5% Net: 47.9%	$ 1,390,000	Gross: 39.3% Net: 20.7%	$ 1,206,600

350 - ANALYSIS OF COMPARABLE SALES AND EXPLANATION OF ADJUSTMENTS

We have analyzed the sales, shown in summary form, on the chart above to estimate the value of the Subject Property. These comparables were considered the best indicators of value of the Subject. All the comparables were analyzed with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, site size, view, quality of construction, condition, gross living area, and amenities.

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. All three sales were typical owner sales. None of the sales used were Short Sales or REO Sales. No adjustments were required to the sales for this factor.

Time or Changes in Market Conditions

In the absence of sales and re-sales and quality sales data for paired sales analysis, market surveys or substitution methods are relied upon to quantify an appropriate market conditions adjustment. Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred from September 2018 to May 2020. These sales were considered to be the best data available for comparison with Subject Property. Comparable 2 and 3 were older sales. We have adjusted each of these comparables 5% annually based on sales data in Sewall's Point.

Days on Market

The three comparables range from 9 to 201 days on market. The typical marketing time in this market is 54 to 197 days. Each of these comparables sold within a realistic time frame.

Location

The Subject Property is located within the Town of Sewall's Point along the Indian River. All three sales are located in the Subject's immediate area within the same neighborhood and MLS Area. No location adjustments were warranted.

Site/View

The Subject Property has 36,590 square feet of site area with a river view. The comparables range from 19,646 square feet to 27,878 square feet. We have adjusted each of the three comparables at $23.25 per square foot of land. This was the value conclusion in the Land Value Analysis section of this report.

Quality of Construction

The Subject Property is a block structure with stucco and rock siding. All three comparables were of similar construction. No adjustments were warranted.

Age/Condition

The Subject Property is approximately 42 years of age and is considered to be in good condition. Comparable 1 was reported to be dated with minimal recent renovations. We have adjusted this comparable $25.00 per square foot of living for its inferior condition.

Gross Living Area

The Subject Property has 2,799 square feet of gross living area while the comparables range from 2,569 to 3,033 square feet. Typically, smaller properties sell for more and larger properties sell for less (economies of scale) on a per square foot basis. Comparables 1 and 2 are slightly smaller than the Subject Property and were adjusted accordingly for this factor. Comparable 3 is considered superior in terms of size and was adjusted upward for gross living area.

The Gross Living Area adjustment was estimated at $100 per square foot. Typically, this adjustment is between 40% and 90% of the Replacement Cost New per square foot. The Replacement Cost New was estimated at $140 per square foot; therefore, the Gross Living Area adjustment equated to approximately 70% of the Replacement Cost New. This adjustment was also supported by a matched pair analysis of smaller and larger homes. This adjustment was considered typical.

Amenities

The last item considered was the difference in amenities. Each of the three comparables has relatively similar amenities as the Subject Property. Comparable 3 had a three car garage. We have adjusted this comparable downwards $10,000 to account for the inferior garage space. This adjustment was based on both cost and a matched pair analysis in the grid. Comparable 2 had no pool and was adjusted upwards $40,000 for the contributory value of the pool. Comparables 2 and 3 each had a dock and were adjusted accordingly for this amenity.

355 - INDICATED VALUE BY SALES COMPARISON APPROACH

In order to estimate the Market Value of the Subject Property utilizing this approach to value, it was necessary to abstract and analyze sales of single-family residences in the Subject market area. Good sales data was available and the best three comparables were utilized. As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $1,206,600 to $1,390,000. The adjustments were supported by data within our files as well as our general knowledge of real estate values and reduce the dissimilarities between the sales. The average of all the comparable sales analyzed is $1,275,966. Equal consideration is given to all comparable sales analyzed. Considering the value indications discussed above, it is our opinion that the Market Value of Subject Property as of November 18, 2020 is best represented at $1,275,000, rounded.

$1,275,000

390 - RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The value indication by the one approach as of the date of the appraisal is as follows:

SALES COMPARISON APPROACH	**$1,275,000**

Only the Sales Comparison Approach was used to estimate the Subject Property in the before valuation. Therefore, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of the appraisal date was:

VALUE OF THE BEFORE PROPERTY	**$1,275,000**

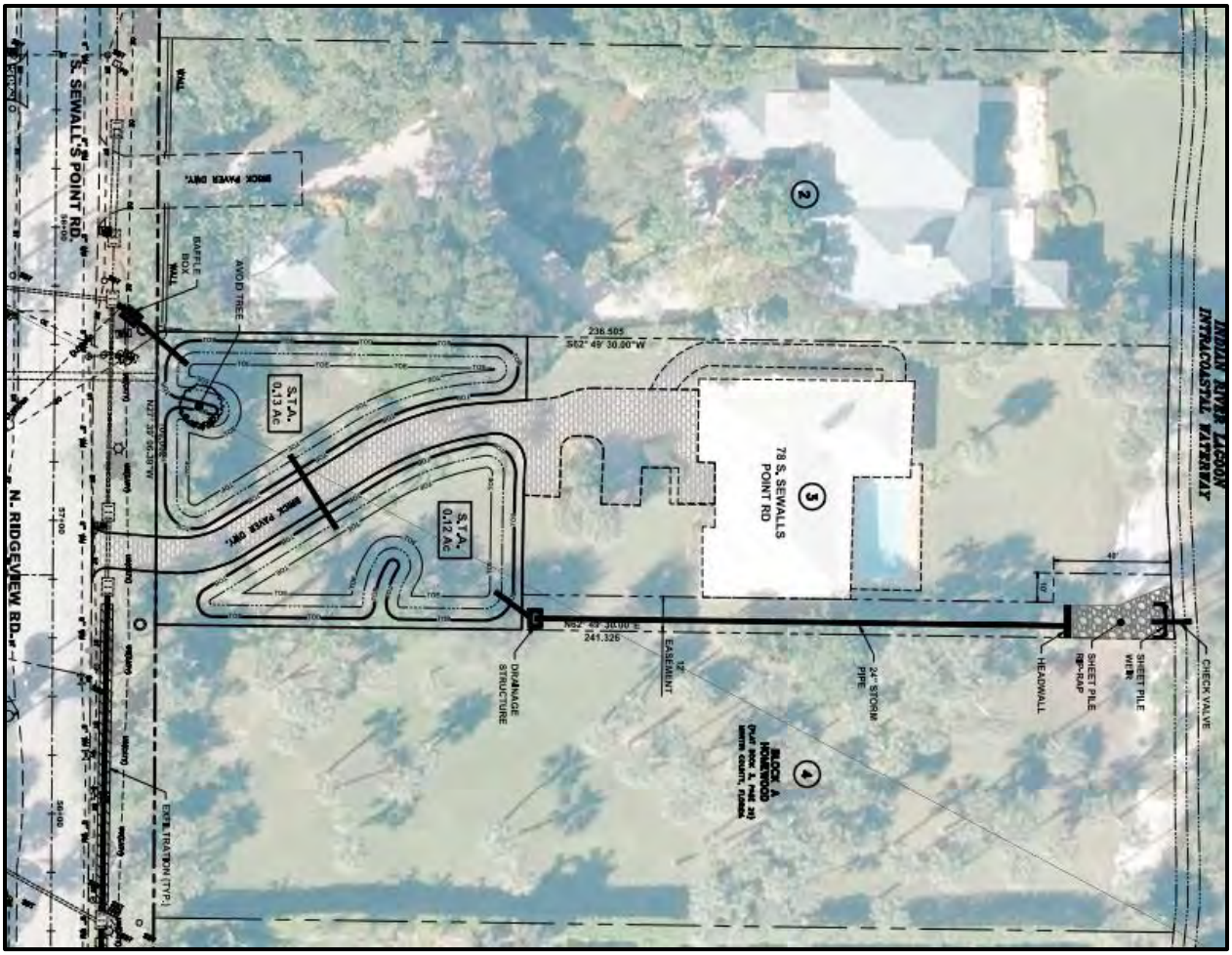
395 - ALLOCATION OF LAND, BUILDINGS, STRUCTURES, AND OTHER IMPROVEMENTS

The allocation of values for each component of the Subject Property as follows:

Land	$850,000
Improvements	$425,000
Total	$1,275,000

400 - DESCRIPTION OF THE PART ACQUIRED

The taking acquisition consists of 10,890 square feet of land located along the western boundary of the Subject Property, adjacent to S. Sewall's Point Road.



The part to be acquired is for possible future stormwater retention. A synopsis of the land area breakdown for Subject Property as follows.

PARENT TRACT	:	36,590 square feet
PART TAKEN	:	10,890 square feet
REMAINDER	:	25,700 square feet

The taking is located along the western property boundary. The existing building will be unaffected by the acquisition. Parking areas, drainage and access will also be unaffected by the acquisition. Improvements located in the acquisition area include grass, landscaping, irrigation well, and trees. A legal description the part acquired is contained within the addenda of this report.

450 - VALUATION OF PART ACQUIRED

This appraisal has estimated the value of the land to be acquired based upon the appropriate unit value applicable to the underlying land associated with the parent tract and estimated the contributory value of each improvement located within the take area. The Part Acquired is valued using the allocations from the Before Section of this appraisal. It is only logical that the Part Acquired cannot be considered an independent parcel. Considering this fact, a similar methodology and analysis, as discussed in the Before Section of this report, is utilized in valuing the Part Acquired. The same data analysis conclusions are applicable in the Part acquired.

Land Valuation

Land value was previously estimated in the before section of this report at $23.25 per square foot. The part taken associated with the Subject Property encompasses 10,890 square feet. Land value for the part taken is estimated as follows:

10,890 Square Feet	X	$23.25 Per Square Foot	=	$253,193

Rounded, $255,000

Improvement Valuation

In the Part Acquired, the estimated contributory value of the site improvements, if any and the depreciated cost new of the site improvements is analyzed.

In addition to the land, site improvements are accounted for and will be affected by the taking. The cost of these site improvements was verbally estimated by multiple contacts provided verbal cost new estimates of site improvements in the acquisition area and contributory value was determined. The contributory value of affected improvements associated with the Subject Property was $4,000. Only the contributory value of the site improvements is compensable. The contributory value is determined to be depreciated replacement cost new. During inspection We noted limited signs of deterioration. The only item which was depreciated was the chain link fencing. The fencing was installed in 2006 and is approximately 13 years old. We have estimated a minimal depreciation or 10% for the fencing. We have estimated no other depreciation given landscaping typically does not depreciate. We have also included 20% entrepreneurial incentive as part of the value to account for costs associated with constructing or installing these items. Following is a chart estimating the site improvements contributory value.

Additional Consideration of Site Improvements							
Site Feature	Size	Unit	RCN/Unit	Total Cost New	Depreciation	Less Depreciation	Contributory Value of Site Improvements
Sod	10,890	Square Feet	$0.50	$5,445	0%	$0	$5,445
Hedge	100	Linear Feet	$10.00	$1,000	0%	$0	$1,000
Ornate Palm Trees	8	Each	$600.00	$4,800	0%	$0	$4,800
Landscaping Well/Pump	1	Each	$5,000.00	$5,000	15%	$750	$4,250
Totals							**$15,495**
						Rounded,	**$15,500**

The value of affected site improvements was $15,500. The value of the natural vegetation including large trees is included in the land value.

The total part acquired is as follows.

Land Value	$255,000
Contributory Value of Improvements	$15,500
Total Part Taken	**$270,500**

460 - DESCRIPTION OF PERPETUAL EASEMENT ACQUIRED

This perpetual easement consists of an easement totaling 3,297 square feet of perpetual drainage easement. The purpose of the perpetual drainage easement is for an outfall extending from the proposed retention pond to the Indian River. No vertical improvements or non-realty items are located within the perpetual drainage easement. The perpetual drainage easement does not impact the ability of the land owner to install interior fencing or landscaping, and can still be used for the required setbacks for future development. Since these properties have a highest and best use as residential and is located along a property boundary this easement has little impact upon the highest and best use of the site, but does restrict the availability for vertical improvements on this portion of the site. The Subject Property easement is assumed to be perpetual or never ending.

470 - VALUATION OF PERPETUAL EASEMENT ACQUIRED

An easement is defined as an interest in real property that conveys use, but not ownership. It runs with the land and continues to burden the servient estate. Unlike a fee acquisition, a portion of the bundle of rights inherent in the ownership of real estate will remain with the current owner of the Subject Property. The encumbrance of a property resulting from this type of acquisition will, typically, severely restrict the use to which the property can be put. No permanent structures could be placed within this easement area, nor could the land be developed with any use that would restrict the drainage function. The fee owner will still have the full burden of taxation of this easement area yet will not enjoy all of the rights that accompany ownership of real estate.

The bundle of rights concept compares real property ownership to a bundle of sticks. Each stick in the bundle represents a separate right or interest inherent in the ownership. The complete bundle of rights includes the following:

- The right to sell an interest
- The right to lease an interest and to occupy the property
- The right to mortgage an interest
- The right to give an interest away
- The right to do none or all of these things

The full impact of an easement acquisition cannot be estimated until the appraiser determines the loss of present utility, the loss of future utility, the accessory rights to be acquired, and the obligations of the parties. In order to analyze the possible value reduction prompted by the perpetual drainage easement, the following four items were considered.

1. Location of Easement relative to the property's boundaries and site improvements
2. Intensity of easement (affected rights-of-ownership)
3. Highest and best use of the property
4. Impact of the easement (obligation of the parties).

With regard to Item 1, the easement are to be located along the northern boundary of the Subject Property and sufficient site area exists to utilize the remainder to its Highest and Best use. The easements' location results in minimal impact.

Intensity of the easement (Item 2) refers to the effect that the easement has on the total bundle of rights inherent in a fee simple estate.

Affected Rights-of-Ownership

Cannot use this area for buildings or structure
Cannot use this area for sewer lift station or septic tank
Cannot use this area for well
Cannot use this area for surface parking
Cannot sell, lease, mortgage, or give away this interest

Unaffected Rights-of-Ownership

Can use this area for landscaping buffer or green space
Can use this area for setback requirements
Can use this area to calculate land-to-building ratios
Can use this area for density allowances
Can sell, lease, mortgage, or give away the land under the easement

With regard to Item 2, the land is utilized as part of a drainage system. The perpetual drainage easement will have little impact in that area as the area will likely remain open and no improvements would be placed upon this land area.

With regard to Item 3, the highest and best use of the property will not change as a result of the easement acquisition. There is sufficient space associated with the unencumbered remainder land to support a residential use. With the exception of the easement area, the utility of the remainder is not changed from the utility of the property before the easement acquisition. Therefore, Item 3 has a minimal impact.

Item 4 deals with the obligations of both parties within the easement agreement. This easement is a perpetual easement for drainage. Therefore, the easement owner, the Town of Sewall's Point will own these easements in perpetuity.

In summary, the property owner is obligated to pay taxes on the remainder land. The site cannot be used for building, landscaping, or anything other than an open area for the construction and maintenance of underground drainage. The fee owner retains a portion of the bundle of rights; however, the perpetual drainage easement is similar to a fee acquisition as the Town of Sewall's Point has almost complete use of the property. Therefore, after considering the four items discussed above, it is the appraiser's opinion, once this perpetual drainage easement has been acquired, the area under the easement has been diminished in value by 90%.

Land value was previously estimated in the before section of this report at $23.25 per square foot. No site improvements are located within this perpetual drainage easement which encompasses 3,297 square feet, or 0.07 acres. Land value is estimated as follows:

3,297 SF	X	$23.25 / SF		=	$76,655
Fee Value	$76,655	X	90%	=	$68,990
Rounded,					$70,000

The following is a summary of the total acquisition for the Subject Property:

Part Taken		$ 270,500
Easement		$ 70,000
Total		$ 340,500

500 - VALUATION OF THE REMAINDER AS PART OF THE WHOLE

Before Tract	-	Part Acquired	=	Remainder as Part of Whole
$1,275,000		$340,500		$934,500

640U-895U - PURPOSE OF APPRAISAL REMAINDER UNCURED

We have estimated the value of the remainder uncured under the assumption that the stormwater retention pond and drainage components are completed. It is pointed out that the market value of the parent tract before the taking has been estimated and then the value of the part acquired has been subtracted. The purpose of the appraisal of the remainder uncured is to estimate the market value to discover if there are any damages or special benefits by the taking. Since purpose of remainder uncured is to determine the feasibility of the cure these steps are unnecessary. The impact of the taking is minor and a minor cost to cure would be considered appropriate by market participants. The remainder will have unique shape which is considered atypical for the market. We have considered the unique shape and less than typical size in the after scenario. The market would also recognize the lost land and restore the functionality of the site improvements. Therefore, the following sections of this appraisal will present the remainder as if cured.

640C - PURPOSE OF APPRAISAL OF REMAINDER AFTER THE ACQUISITION

We have estimated the value of the remainder cured under the assumption the cure is completed and that the drainage project has been completed. It is pointed out that the market value of the parent tract before the taking has been estimated and then the value of the part acquired has been subtracted. This results in the estimated value of the remainder as part of the whole. The purpose of the appraisal of the

remainder cured is to estimate the market value to discover if there are any damages or special benefits caused by the part acquired.

680C - APPRAISAL PROBLEM FOR REMAINDER CURED

The purpose of the appraisal is to estimate the market value of the remainder cured. This is done by appraising assuming the cure has been implemented. The appraisal of the after property must be made presuming the drainage project has been completed.

In the after situation, the appraisal problem is the same as the before, utilizing similar valuation methods and sales. The reader is referenced to that section of the report for discussion. Since the contributory value of the improvements will not be affected in the after situation, we will analyze any potential damages to the remainder site only. The remainder site has some same general features as the before tract except for the reduction in site size, and unique shape. The remainder is appraised as a marketable entity without regard to the whole property or the acquisition. The remainder property is irregular in shape as some frontage along S. Sewall's Point Road was deducted. The remainder site will contain 25,700 square feet and will be unique shaped.

730C - DESCRIPTION OF REMAINDER CURED

The remainder cured is similar to the previously mentioned site in the before; however, the remainder cured has a smaller site size and irregular shape. The remainder cured can still function as an improved single-family residence; however, the value will be reduced given the shape and size of the underlying lot. Furthermore, many homes along S. Sewall's Point Road have a landscaping barrier along the road which will not be possible for the remainder. The remainder cured can still function as a single-family residence.

740C - ZONING, LAND USE PLAN

No changes in the Remainder Uncured Zoning and Land Use have occurred in the appraisal of the remainder uncured. The Subject Property will be just under the minimum lot size of 27,500 square feet per the zoning requirements, but this should not affect its marketability as there are several similar sites in Sewall's Point.

750C - PROPOSED FACILITY DESCRIPTION

The proposed drainage components inclusive of a retention pond with an outfall extending from the proposed retention pond to the Indian River

775C - EFFECT OF ACQUISITION ON REMAINDER CURED

The effect of the acquisition on the remainder cured is the reduction in site size, loss of typical shape, and loss of site improvements. The highest and best use is unchanged and the intended use of the improvements unaltered. The Subject Property will be just under the minimum lot size of 27,500 square feet per the zoning requirements and would be grandfathered in.

800C – HIGHEST AND BEST USE OF REMAINDER CURED

The highest and best use is the same as the before the part acquired.

802C - HIGHEST AND BEST USE CONCLUSION OF REMAINDER CURED

The Highest and Best Use of the remainder cured is similar to the before tract. The highest and best use of the Subject Property is for continued use as a single-family residence.

805C - APPROACHES TO VALUE USED AND EXCLUDED FOR REMAINDER CURED

Valuation of Site as Vacant

In the valuation of the remainder cured, as vacant, the Sales Comparison Approach was used to value the subject land.

810C - LAND VALUATION FOR REMAINDER CURED

In addition to the reduction in size, the Remainder Cured has physical characteristics that are inferior to the property as was described before the taking. The shape is now irregular, and is flagged shape. Furthermore, many homes along S. Sewall's Point Road have a landscaping barrier along the road which will not be possible for the remainder. The highest and best use for the remainder is unchanged from the before analysis. The same unit of comparison as in the before situation was appropriate. Adjustments for shape are now required to appraise the Remainder Cured given the flag shape and limited possible landscaping barrier. The same sales were used in this analysis as used in the before analysis.

Discussion of Vacant Land Sales

As shown on the following chart, our search revealed four sales of lots recently purchased for single-family residential uses located in the general vicinity of the Subject Property. As shown below, the comparables indicated non-adjusted values ranging from $21.21 to $27.66 per square foot and $800,000 to $900,000 per lot.

Vacant Lot Sales

Comparable Number	Subject	1	2	3	4
Record ID Number		**4269**	**4271**	**4272**	**4270**
OR Book/Page		3162/1172	3161/1716	3038/2919	2978/2305
Date of Sale / Value	-	9/8/2020	9/24/2020	1/29/2019	3/2/2018
Location	78 S. Sewall's Point Road	80 S. Sewall's Point Road	36 S. Sewall's Point Road	54 S. Sewall's Point Road	52 S. Sewall's Point Road
City	Stuart	Stuart	Stuart	Stuart	Stuart
Site Size -Acres	0.590	0.891	0.974	0.745	0.664
Site Size - Square Feet	25,700	38,812	42,427	32,452	28,924
Zoning	R-1	R-1	R-1	R-1	R-1
Land Use	R	R	R	R	R
Shape	Flag	Rectangle	Rectangle	Rectangle	Rectangle
View	River	River	River	River	River
Adjusted Sale Price	-	$870,000	$900,000	$850,000	$800,000
Adj. Price / Square Foot	-	$22.42	$21.21	$26.19	$27.66
Adjustments					
Property Rights	-	0%	0%	0%	0%
Financial Consideration	-	0%	0%	0%	0%
Conditions of Sale	-	0%	0%	0%	0%
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF	-	$22.42	$21.21	$26.19	$27.66
Physical Adjustments					
Location	Good	0%	0%	0%	0%
Site Size - Square Feet	25,700	0%	0%	0%	0%
Zoning/Land Use	R-1/R	0%	0%	0%	0%
Shape	Flag	-20%	-20%	-20%	-20%
View	River	0%	0%	0%	0%
Site Quality	Interior	0%	0%	0%	0%
Net Adjustments	0%	-20%	-20%	-20%	-20%
Adjusted Price Per SF	-	$17.93	$16.97	$20.95	$22.13

Average	$19.50
Minimum	$16.97
Maximum	$22.13
Median	$19.44

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. Based on our conversations each of the sales was marketed through MLS and not either bank or short sales. Therefore, no adjustment was warranted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred March 2018 to September 2020 and are all somewhat recent indications of value. It appears the residential market in Sewall's Point has been somewhat stable over this period. This is supported by the prior sale of Comparable 2 at $899,999 in May of 2018. As a result no adjustments were made for market conditions.

Location

The Subject Property is located within the Town of Sewall's Point in close proximity to the Indian River. All four sales are located in the Subject's immediate area within the same general neighborhood. No location adjustments were warranted.

Size

The Subject Property contains 25,700 square feet. The comparable sales indicate a range from 28,924 to 42,427 square feet. All four comparables are considered similar and bracket the Subject Property. No adjustments were warranted.

Zoning/Land Use

The Subject Property and all comparables were zoned R-1 with Residential land uses. Therefore, no adjustments were warranted.

Shape

The Subject Property is now flag shaped. All the comparables are rectangle in shape and are considered typical for the market. We have adjusted each of the comparables based on a matched pair analysis of two lot in Sewall's point. A summary of these sales and the abstracted adjustment is as follows.

Additional Data					
Address	Sale Date	Sale Price	Site Size - SF	Price Per SF	Shape
103 N. Sewall's Point Road	Aug-18	$2,250,000	111,514	$20.18	Flag
88 N. Sewall's Point Road	Jun-20	$1,160,000	60,987	$19.02	Flag
			Average	**$19.60**	
			Conclusion Before Flag Shape Sales	**$24.00** / **$19.60**	
			% Adjustment	**18.34%**	

View

The Subject Property and all the comparables have river views and are considered similar. No adjustments were warranted.

Site Quality

The Subject Property is a typical lot with no wetlands. All of the comparables have similar development potential as the Subject Property. None of the comparables warranted an adjustment for site quality.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $17.93 to $22.13 per square foot, with an average of $19.50 per square. Comparable 1 was again given most weight. Considering the indications from the comparables the Market Value of the Subject Property is best represented at $19.00 per square foot of land and is calculated as follows:

25,700 Square Feet	X	$19.00 Per Square Foot	=	$488,300

Say, $490,000

The value of the improvements associated with the single-family residence still applies as the before analysis. There is no change to the residence and the improvements associated with the residence. The contributory value of these improvement is the same as the before analysis at $425,000.

The value of the remainder cured is $915,000 and is calculated as follows.

Land Value	$490,000
Improvements Value	$425,000
Total	$915,000

890C – RECONCILIATION OF REMAINDER VALUE INDICATIONS AND FINAL VALUE ESTIMATE OF THE REMAINDER CURED

FINAL CONCLUSION OF MARKET VALUE OF REMAINDER CURED **$915,000**

895C – ALLOCATION OF LAND, BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS FOR THE REMAINDER CURED

ALLOCATION OF VALUE:

Land	$490,000
Improvements	$425,000
Total	$915,000

900C - SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

There are damages to the remainder, which could be illustrated as comparing the remainder part of the whole to the remainder. The remainder has the same functional uses and is marketable similar to the before property.

Before Property	$1,275,000
Part Acquired	$340,500
Remainder As Part of Whole	$934,500
Remainder	$915,000
Damages	$19,500

910C - COST-TO-CURE

A minor cost to cure would be required to restore the Subject Property similar to what currently exists. The estimate to cure the Subject Property is $2,000.

The Cure Plan will restore the site impacts to the existing single-family residence.

Site Improvements: The irrigation well and pump will be re-established.

Some of the items have already been paid for in the part acquired. It is necessary to deduct the values of the items for which compensation has been made from the cost to cure. The contributory value of existing improvements has already been reimbursed. A coordination fee of 25% is included for the new re-establishing well costs. Deducting items already paid from the cost to cure results in a net cost to cure of $2,000, rounded. The calculations are as follows:

Cost to Cure

Site Feature	Size	Unit	RCN/Unit	Total Cost New	Depreciation	Less Depreciation	Contributory Value of Site Improvements
Re-Establish Well and Pump	1.00	Each	$5,000.00	$5,000	0%	$0	$5,000
Less Well Costs Paid for in the Before	1.00	Each	$5,000.00	$5,000	15%	$750	$4,250
Coordination Fee (25%)							$1,250
Totals							**$2,000**

995 - SUMMARY OF VALUES

Land	$850,000
Improvements	$425,000
Fixtures & Equipment	$0
Total	$1,275,000
Partial Acquisitions	
Before Property	$1,275,000
Part Acquired	$340,500
Remainder As Part of Whole {1-2}	$934,500
Remainder Uncured	$915,000
Damages (Total Uncured) {3-4}	$19,500
Special Benefits	N/A
Damages {5-6}	$19,500
Feasibility of Cost to Cure Damages	
Remainder Appraised Cured	$915,000
Remainder Appraised Uncured {4}	$915,000
Damages Curable {8-9}	$0
Damages Incurable {7-10}	$19,500
Cost to Cure	$6,250
Improvement Cured but Paid For in {2}	$4,250
Net Cost to Cure {12-13}	$2,000
Part Acquired {2}	$340,500
Damages Incurable {11}	$19,500
Cost to Cure Net {14}	$2,000
TOTAL COMPENSATION	**$362,000**

ADDENDA

ENGAGEMENT LETTER

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Orlando, FL 32803
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Melbourne, FL 32901
Phone (321)726-0970
Fax (321)726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
c.phillips@callawayandprice.com

November 10, 2020

Michele Lee Berger
Town Manager
Town of Sewall's Point
1 South Sewall's Point Road
Sewalls Point, FL 34996

Dear Ms. Berger:

We would be pleased to prepare an Appraisal Report on the residential home located at 78 South Sewalls Point Road in Sewalls Point, Florida. It is our understanding that the purpose of the appraisal is to estimate the Market Value of the Fee Simple Estate.

We will provide a total compensation estimate considering the 0.25 acre parcel to be acquired and any possible damages to the remainder.

This report will be prepared for our client and intended user, Town of Sewall's Point. The intended use is to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The fee would be $ The fee is due and payable upon delivery of the report. We will provide a PDF of the final report and a hard copy upon request.

We are currently working on this assignment and will have the report completed in 2 weeks or less.

If the above is agreeable to you, please sign below as our authorization and return it so that we may begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached pages, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

Stephen D. Shaw, MAI, AI-GRS
Cert.Gen. RZ1192

SDS/js
Attachments

Client: Town of Sewall's Point

Accepted By\Date: 11-10-2020
Signature Date

Name and Title (Printed or Typed): Michelle Berger Town Manager

CONDITIONS OF AGREEMENT

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or, as directed by the Client.

2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.

3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.

4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes which are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee; or billed on a time basis plus the original fee.

5. Cancellation: This agreement may be cancelled by the Client by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.

6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of $1 per page per report.

7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees will be added to the balance due. We are currently operating under an agreement with a collection agency which charges us 53.8%. IF THEIR COLLECTION SERVICES ARE REQUIRED, CLIENT'S TOTAL BALANCE DUE WILL BE INCREASED BY 53.8%.

8. Limiting Conditions: This agreement and the completed report shall be subject to the attached Limiting Conditions (also included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

Michelle Borges
Client's Name

11-10-2020
Date of Acceptance

LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.

4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.

6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.

7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, "Chinese drywall" or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

QUALIFICATIONS

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #10461
Member, Appraisal Institute, AI-GRS
State-certified general real estate appraiser RZ1192
Florida State Licensed Real Estate Salesman 0495422

Professional Experience

Principal, Callaway & Price, Inc., since January 1999
Senior Appraisal Consultant, Callaway & Price, Inc., since July 1997 – December 1998
Appraisal Consultant, Callaway & Price, Inc., since April 1994
Associate Appraiser, Pinel & Carpenter, Inc., Orlando, April 1992 - March 1994
Appraiser/Researcher, Callaway & Price, Inc., September 1987 - March 1992
Special Magistrate Palm Beach County 1996-2012
Special Magistrate, Martin County, 2009

Qualified as an Expert Witness

Palm Beach County, Florida
Martin County, Florida
Broward County, Florida
Sarasota County, Florida

Education

Bachelor of Science Degree, Business Administration, Major in Real Estate and Finance, University of Florida
Appraisal Institute:
- Course 101 - An Introduction to Appraising Real Property, 1992
- Course 201 - Principles of Income Producing Properties, 1991
- Course 2-1 - Case Studies in Real Estate Valuation, 1992
- Course 540 - Report Writing and Valuation Analysis, 1993
- Course 2-3 - Standards of Professional Practice Parts A & B, 1991
- Review Theory - General

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- Self-Storage Facilities
- Office Buildings
- Office/Warehouses
- Retail Buildings
- Restaurants
- Special Purpose Properties
- Shopping Centers
- Vacant Commercial Land
- Vacant Industrial Land
- Vacant Multifamily Pods
- Vacant Residential Land
- Vacant Single-Family Subdivisions
- Warehouses

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHAW, STEPHEN DAY

1639 FORUM PLACE
SUITE 5
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ1192

EXPIRATION DATE: NOVEMBER 30, 2022

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Professional Designations\Licenses\Certifications

Florida State Certified General Real Estate Appraiser #RZ2609

Professional Experience

Appraisal Researcher, Callaway & Price, Inc. - April 1999 – January 2001
Associate Appraiser, Callaway & Price, Inc. – since January 2001

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

- Acreage
- Apartment Complexes
- Cattle Ranches
- Citrus Groves
- Eminent Domain
- Mini-Storage Facilities
- Mobile Home Parks
- Rental Comparability Studies
- Residential Properties
- Retail Buildings
- Subdivisions
- Vacant Land

Organizations and Affiliations

Florida State University Alumni
Florida State University, Real Estate Society, Member
Sigma Alpha Epsilon Fraternity, Florida Beta Chapter
Fort Pierce Sportfishing Club
Ducks Unlimited

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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NEILL, BRYAN ALLEN

1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

LICENSE NUMBER: RZ2609

EXPIRATION DATE: NOVEMBER 30, 2020

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411

INDIAN RIVER LAGOON
INTRACOASTAL WATERWAY

CHECK VALVE

SHEET PILE WEIR

SHEET PILE RIP-RAP

HEADWALL

40'

10'

24" STORM PIPE

1

2

3

78 S. SEWALLS POINT RD

4

BLOCK A
HOMEWOOD
(PLAT BOOK 3, PAGE 29)
MARTIN COUNTY, FLORIDA

5

12' EASEMENT

236.505
S62° 49' 30.00"W

N62° 49' 30.00"E
241.326

DRAINAGE STRUCTURE

S.T.A.
0.12 Ac

S.T.A.
0.13 Ac

BRICK PAVER DWY.

AVOID TREE

BAFFLE BOX

WALL

WALL

N27° 39' 06.39"W

EXFILTRATION (TYP.)

S. SEWALL'S POINT RD.

N. RIDGEVIEW RD.

59+00 58+00 57+00 56+00 55+00

60' R/W

NORTH

0 20' 40'

1. TREATMENT TRAIN
2. EXFILTRATION
3. BAFFLE BOX
4. S.T.A.
5. RETENTION / OUTFALL

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412

DATE: 10/21/20
DRAWN BY: MDR
DESIGNED BY: HLT
CHECKED BY: JWC
PROJECT No.: 023.127
HORZ. SCALE: 1"=20'
VERT. SCALE: N.A.
CADD FILE: 78 SSPT RD

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION
0 1"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

TOWN OF SEWALL'S POINT
STORMWATER IMPROVEMENTS
MARTIN COUNTY, FLORIDA

HOMEWOOD SUBDIVISION
OPTION - 2

Joseph W. Capra
301 N.W. Flagler Ave., Ste. 201
Stuart, Florida 34994
P.E. No. 36738

Printed Date:

JOB No.: 023.127
SHEET 2 OF 2

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