

# TOWN OF SEWALL'S POINT

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

## Town Commission Regular Meeting September 09, 2024 6:00 PM

- I. **CALL TO ORDER**
  - a. **Pledge of Allegiance**
  - b. **Roll Call**
- II. **PROCLAMATIONS AND PRESENTATIONS**
  - a. **Hunger Action Month - September Proclamation - Karen Aiello - Treasure Coast Food Bank**  
[Hunger Action Month 2024 TCFB.pdf](#)
- III. **PUBLIC COMMENT ON NON-AGENDA ITEMS- PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING AND LIMIT YOUR COMMENTS TO THREE MINUTES. No time extensions permissible. If the thirty (30) minute time period has been exhausted, the Commission will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.**
  - a. **TOSP Public Comment Guidelines**  
[1\) TOSP Public Comment Guidelines.pdf](#)
- IV. **ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA**
- V. **APPROVAL OF AGENDA**
- VI. **CONSENT AGENDA**
  - a. **Minutes - August 27, 2024 - Regular Meeting**  
[08 27 24 Regular Minutes.pdf](#)
  - b. **Martin County Mosquito Control Interlocal Agreement Renewal**  
[2024-2025 Interlocal Agreement Renewal - Town of Sewall's Point.pdf](#)
  - c. **Memorandum of Understanding - PBA**  
[TM Memo - MOU - PBA 09 09 24.pdf](#)  
[MOU - TOSP & PBA 09 09 24.pdf](#)
  - d. **Police Department Statistics and Activity Report - April - June 2024**  
[SPPD April - June 2024 Stats Report.pdf](#)
- VII. **PUBLIC HEARING - TRIM & BUDGET - BUDGET IN BRIEF**
  - a. **Announcement of the percentage by which the Adopted Tentative Millage Rate exceeds the Rolled-Back Rate**

[1.Town\\_Manager\\_Memo.\\_tent.\\_budget\\_hearing\\_cover\\_memo.pdf](#)  
[Budget\\_In\\_Brief\\_Updates\\_\\_9-4-2024.pdf](#)

**b. Resolution No. 977 - Tentative Millage Rate**

**PUBLIC COMMENT**

[Resolution No. 977 - Tentative Millage Rate.pdf](#)

**c. Resolution No. 978 - Adopt Tentative FY25 Budget - Presentation**

**PUBLIC COMMENT**

[Resolution No. 978 - Tentative Budget FY 24-25.pdf](#)

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

**a. Ordinance No. 467 - Animal Control**

**PUBLIC COMMENT**

[TM Memo for Ordinance 467 menacing dogs Second Reading.pdf](#)

[Animal Control Ordinance 467. 09.09.2024 final.pdf](#)

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

**a. Ordinance No. 466 - Regulating Use of Synthetic Turf**

**PUBLIC COMMENT**

[TM Memo for Ordinance 466 synthetic turf.pdf](#)

[Ordinance No. 466 Regulating Use of Synthetic Turf Rewrite First reading final Revised 08.19.2024.pdf](#)

**X. RESOLUTIONS**

**XI. OLD BUSINESS**

**XII. NEW BUSINESS**

**a. Homewood/South Sewall's Point Road Improvements - Phase 3 - Alternate Bid Items**

**XIV. DISCUSSION**

**a. 78 S. Sewall's Point Road Offer - Scott Holmes - Illustrated Properties**

[78 S SPR Offer - Scott Holmes - Illustrated Properties.pdf](#)

**XIII. COMMISSION AND STAFF CLOSING COMMENTS**

**a. STAFF**

**b. COMMISSIONERS**

**XV. ADJOURN**

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

Before the Mayor of the Town of Sewall's Point

Martin County, Florida

# A Proclamation

## Hunger Action Month

**Whereas**, hunger and poverty remain issues of grave concern in the United States, the State of Florida, and on the Treasure Coast, with 250,000 children, adults, seniors, and veterans experiencing food insecurity on a weekly basis; and

**Whereas**, the Town of Sewall's Point is committed to taking steps to raise awareness about the need to end hunger in every part of our City and to provide additional resources that the citizens of Sewall's Point need; and

**Whereas**, the Town of Sewall's Point is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger, and bringing attention to the need to devote more resources and attention to hunger issues; and

**Whereas**, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day on September 10, 2024 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

**Now, therefore**, I, John Tompeck, Mayor of the Town of Sewall's Point, Florida do hereby proclaim September 2024, as Hunger Action Month in Sewall's Point and calls this observance to the attention of our citizens. Dated this 9th day of September, 2024.

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





## Guidelines for Public Comments

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

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVE KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

## Regular Town Commission Regular Minutes August 27, 2024 6:00 p.m.

### I. CALL TO ORDER

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

#### a. Pledge of Allegiance

Mayor Tompeck led the assembly in the Pledge of Allegiance.

#### b. Roll Call

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

### II. PROCLAMATIONS AND PRESENTATIONS

#### a. United States Coast Guard Auxiliary – Sewall's Point Town Hall Certificate of Appreciation

Gary Bowerman, MDV PV, Flortilla 5-9, 7<sup>th</sup> CG District, presented the certificate to Mayor Tompeck and thanked the Commission for the opportunity to display their literature at Town Hall.

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

There were no public comments heard.

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

Mayor Tompeck stated that Item 12 b), Heritage Lot Update was requested to be heard after the Consent Agenda.

### V. APPROVAL OF AGENDA

There being no discussion, Vice Mayor Fender **moved** to approve the Agenda, with Item 12 b) to be heard after the Consent Agenda. Commissioner Barile **seconded** the motion, which **passed unanimously** by roll call vote.

## VI. CONSENT AGENDA

### a. Financials – June & July

### b. Minutes – August 13, 2024 Regular Meeting

There being no discussion, Commissioner Kurzman **moved** to approve the Consent Agenda, with Item 12 b) to be heard after the Consent Agenda. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

## XII. DISCUSSION

### a. Heritage Lot Sale Update – Realtor, Yara Bashoor, One Sotheby's International

Ms. Bashoor stated that she had marketed the property, but did not receive any adequate offers. She requested a price reduction on the lot, to which the Commission declined. It was the **consensus** of the Commission to bring back the item at the November 12, 2024, Regular meeting.

## VII. PUBLIC HEARING - ORDINANCE - SECOND READING

### a. Ordinance No. 465 - Accessory Structure Appearance Requirements

The Town Manager indicated that an updated version of the ordinance had been distributed on the dais. The Assistant Town Attorney, Susan Garrett, read the ordinance title into the record. Mayor Tompeck called for any public comments, to which there were none.

Mayor Tompeck stated that the change entailed removing paragraph (c) and assigning articulated doors as item (c).

There being no further discussion, Commissioner Mayfield **moved** to approve Ordinance No. 465. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

## VIII. PUBLIC HEARING - ORDINANCE - FIRST READING

### a. Ordinance No. 466 - Regulating Use of Synthetic Turf

The Assistant Town Attorney read the ordinance title into the record. Mayor Tompeck calls for any public comments, to which there were none.

Commissioner Kurzman **moved** to approve Ordinance No. 466. There being no second, the motion **died**. Mayor Tompeck inquired as to where synthetic turf in a front yard was

prohibited in the Code, to which the Town Manager responded that the language would be included in the ordinance that would be brought back to the September 9, 2024, meeting for first reading.

**b. Ordinance No. 467- Animal Control**

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

Commissioner Mayfield requested that the word 'growling' be removed. The Assistant Town Attorney recommended adding the following language after biting, snapping, or other behaviors 'in a manner that causes an individual to have a well-founded fear.'

There being no further discussion, Commissioner Fender **moved** to approve Ordinance No. 467, with the word 'growling' removed and 'in a manner that causes an individual to have a well-founded fear' added. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

**IX. RESOLUTIONS**

**a. Resolution No. 975 – Adopt Reserve Policy FY2025**

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

The Town Manager stated that the fire rescue cost was increasing this year and that a fire reserve fund was set up to address it. He advised that any surplus funds received would be placed into the Fire Rescue Fund to cover the increased fee.

There being no further discussion, Commissioner Mayfield **moved** to approve Resolution No. 975. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

**b. Resolution No. 976 – Budget Amendment No. 1**

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

The Town Manager stated that the item was a result of a recommendation from the auditing firm in reference to covering expenditures.

There being no further discussion, Commissioner Kurzman **moved** to approve Resolution No. 976. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

**X. OLD BUSINESS**

There was nothing scheduled under this item.

## **XI. NEW BUSINESS**

### **a. Acceptance of Additional Grant Funding - Florida Department of Environmental Protection (FDEP) Office of Resilience and Coastal Protection Program**

The Town Manager stated that the Town had received \$2.75 million in funds that were available, as there was a funding gap. He clarified that \$2.2 million was federal funding from ARPA and that \$521,000 was state funding. The Town Manager advised that the state funding could be used to match the federal funding from the HMG fund. He pointed out that the federal funding could be used for any shortages. Mayor Tompeck stated that the funding did not come from a grant request, but rather was awarded to the Town through staff's communication efforts.

There being no further discussion, Commissioner Mayfield **moved** to approve the acceptance of \$2.75 million in funding from FDEP. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

### **b. Homewood/South Sewall's Point Road Improvements – Phase 3 - Bid Results**

Cynthia Lucas, 1 Mandalay Road, stated that she was concerned about her property consistently being flooded, and requested that the Town provide some assistance.

The Town Engineer stated that the main project consisted of the base bid, which included road and stormwater improvements. He recommended that J.W. Cheatham's bid be approved in the amount of \$10,166,000, in order to begin the work in January of 2025.

It was the **consensus** of the Commission to address the alternate bid items of a) Miscellaneous Items: Establishes unit prices; b) River Road/Marguerita Road Drainage: \$368,746.00; and c) Mandalay Lot 1 Area Drainage: \$76,125.00 at the next Commission meeting on September 9, 2024.

There being no further discussion, Commissioner Mayfield **moved** to approve the base bid of \$10,166,900 million in funding from FDEP. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

## **XII. DISCUSSION**

### **a. Heritage Lot Sale Update – Realtor, Yara Bashoor, One Sotheby's International**

(Clerk's Note: This item was previously heard after the Consent Agenda.)

## **XIII. COMMISSION AND STAFF CLOSING COMMENTS**

### **a. STAFF**

The Town Manager stated that the next meeting would be on Monday, September 9, 2024, which would include the Tentative Budget Hearing, beginning at 6:00 p.m. He said that the Final Budget Hearing would be held on Monday, September 23, 2024, beginning at 6:00 p.m.

**b. COMMISSIONERS**

Mayor Tompeck stated that the Town Manager, the Town Engineer, and the grant writer met with Senator Harrell to discuss infrastructure projects and grants, and that she was very supportive.

Mayor Tompeck stated that there had been a couple of incidents in the area recently regarding the bidding process that highlighted the importance of following the law, as the penalties were severe and the public's trust was jeopardized.

**XV. ADJOURN**

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

**APPROVED:**

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

**ATTEST:**

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

Minutes approved at the meeting of: September 9, 2024

RENEWAL OF INTERLOCAL AGREEMENT

On August 27<sup>th</sup>, 2019, the Town of Sewall's Point (Town) and Martin County Board of County Commissioners (County) entered into an Interlocal Agreement for the purpose of authorizing the County to perform mosquito control services within the Town's jurisdiction (Interlocal Agreement).

The Term of the Interlocal Agreement was from August 27, 2019 until September 30, 2020, which may be renewed for additional 1 year terms upon written agreement of the parties no later than sixty (60) days prior to the current terms expiration date, unless waived in writing by the parties.

The Interlocal Agreement has been renewed annually. The current term expires on September 30, 2024.

The parties hereby agree to renew the Interlocal Agreement without amendment for an additional one (1) year term, from October 1, 2024 until September 30, 2025.

Dated this 9<sup>th</sup> day of September, 2024

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

By: \_\_\_\_\_  
Robert Daniels, Town Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glenn J. Torcivia, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF  
MARTIN COUNTY, FLORIDA**

By: \_\_\_\_\_  
Don Donaldson, County Administrator

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Sarah W. Woods, County Attorney

# TOWN OF SEWALL'S POINT



**TO:** Mayor and Commissioners  
**FROM:** Robert Daniels, Town Manager  
**SUBJECT:** Memorandum of Understanding regarding Collective Bargaining Agreement with PBA  
**DATE:** Regular Commission Meeting September 9, 2024

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## **EXECUTIVE SUMMARY:**

The attached Memorandum of Understanding ("MOU") resulted from the contractual obligation for the Town and the PBA (Palm Beach County Police Benevolent Association), to negotiate wages for the upcoming year as well as discuss one (1) additional Article chosen by each party.

As a result of negotiations, the wages are adjusted to better reflect the market, which was necessary to recruit and retain qualified law enforcement officers. See Exhibit A attached to the MOU.

Additionally, the workweek and overtime article is modified to reflect an updated overtime threshold. The Law Enforcement Officers retain their "At Will" employment status the same as all other Town Employees.

## **RECOMMENDATION:**

Staff recommends the Town Commission approve the Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TOWN OF SEWALL'S POINT**  
**AND**  
**THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

WHEREAS, The Town of Sewall's Point ("TOWN") and the Palm Beach County Police Benevolent Association, Inc. ("PBA") entered into a collective bargaining agreement that became effective on October 24, 2023;

WHEREAS, the collective bargaining agreement provided for the TOWN and PBA ("the Parties") to reopen wages (Article 25) and one (1) additional article of their choosing for negotiation;

WHEREAS, the Parties met and collectively bargained for the modified terms;

NOW, THEREFORE, the Parties have collectively bargained for modifications to Article 25 and Article 19 as follows:

1. Article 25 has been modified as reflected in Exhibit A, which was Tentatively Agreed to by the Parties on August 28, 2024.
2. Article 19 has been modified as reflected in Exhibit B, which was Tentatively Agreed to by the Parties on August 28, 2024.
3. The modifications to Articles 25 and 19 shall be implemented on the first full pay period after ratification of this MOU by both Parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives effective on the first full pay period after September 9, 2024.

**THE TOWN OF SEWALL'S POINT**

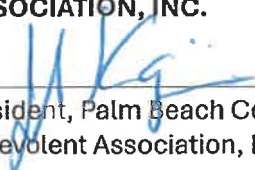
\_\_\_\_\_  
JOHN TOMPECK, MAYOR

\_\_\_\_\_  
Town Clerk

Date of Ratification by Bargaining Unit: \_\_\_\_\_

Date of Ratification by the Town: \_\_\_\_\_

**THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

  
\_\_\_\_\_  
President, Palm Beach County Police Benevolent Association, Inc.

## EXHIBIT A

### ARTICLE 19 WORKWEEK AND OVERTIME

#### Section 19.1.

The standard work period for employees shall be ~~86-84~~ hours in the 14-day work period pursuant to the 7(k) exemption under the Fair Labor Standards Act. All time worked by employees in excess of ~~86-84~~ hours in a 14-day work period shall be considered overtime which shall be paid at a rate of one and one half times their regular rate of pay.

The TOWN has the right to change work/shift schedules, work cycles, and starting times when operational necessity requires during the term of this Agreement.

#### Section 19.2.

Time worked for purposes of calculating overtime pay shall only include actual hours worked. Vacation Leave, Sick Leave, Compensatory Time Off, training and off-duty details are not hours worked for purposes of calculating overtime.

#### Section 19.3.

Employees may request to earn Compensatory Time Off in lieu of overtime pay when hours worked exceed ~~86-84~~ during the 14-day work period. The Chief of Police has the sole discretion to approve or deny such a request; when denied, the employee shall be paid overtime. Employees shall not accrue more than 40 hours of Compensatory Time Off at any given time. The use of Compensatory Time Off shall be granted in accordance with applicable law. Use of Compensatory Time Off will generally not be granted around major holidays, unless the Police Chief determines that the Department will not suffer undue operational hardship, or upon the Chief's determination that the Department is, or will be, in a state of emergency. Compensatory time may only be requested up to a maximum of ninety (90) days in advance.

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Section 19.4.

The TOWN retains the right to make changes in shifts and schedules.

Section 19.5.

An employee who is directed to report for work during a declared state of emergency and fails to do so is subject to discipline.

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## EXHIBIT B

### ARTICLE 25 WAGES

#### Section 25.1.

Effective upon ratification of the Reopener MOU, Union members shall continue to participate in the Police Department Step Pay Plan as set forth in Section 25.3.

#### Section 25.2.

During the Term, effective on their Anniversary Date, all employees have the opportunity to advance one (1) step and receive the accompanying increase in base pay pursuant their Performance Evaluation and Police Department Step Pay Plan as set forth in Section 25.3.

The Anniversary Date is the date of completion of field training and annually thereafter. For employees hired on or after October 10, 2023, the Anniversary Date is 18 months after the date of hire and annually thereafter.

#### Section 25.3.

Effective upon ratification of the Reopener MOU by both parties, the following Police Department Step Pay Plan shall become effective:

| Police Department Step Pay Plan <u>(Hourly Rate)</u> |                                            |                  |                   |                |          |
|------------------------------------------------------|--------------------------------------------|------------------|-------------------|----------------|----------|
| Position                                             | Probationary Officer<br><i>Entry-Level</i> | Police Officer I | Police Officer II | Master Officer | Sergeant |
| Step 1 Starting Pay                                  | <del>\$47,450</del><br><u>\$28.85</u>      |                  |                   |                |          |
| Step 2                                               | <del>\$49,822</del><br><u>\$30.00</u>      |                  |                   |                |          |

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|                                                                                                                                                     |  |                                   |                                   |                                   |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Step 3                                                                                                                                              |  | <u>\$52,313</u><br><u>\$31.20</u> | <u>\$52,313</u>                   |                                   |                                   |
| Step 4                                                                                                                                              |  | <u>\$54,929</u><br><u>\$32.45</u> | <u>\$54,929</u>                   |                                   |                                   |
| Step 5                                                                                                                                              |  | <u>\$57,675</u><br><u>\$33.75</u> | <u>\$33.75</u><br><u>\$57,675</u> |                                   |                                   |
| Step 6                                                                                                                                              |  | <u>\$60,559</u><br><u>\$35.10</u> | <u>\$35.10</u><br><u>\$60,559</u> |                                   |                                   |
| Step 7                                                                                                                                              |  | <u>\$63,587</u><br><u>\$36.50</u> | <u>\$36.50</u><br><u>\$63,587</u> |                                   | <u>\$70,651</u><br><u>\$40.15</u> |
| Step 8                                                                                                                                              |  | <u>\$66,766</u><br><u>\$37.96</u> | <u>\$37.96</u><br><u>\$66,766</u> | <u>\$66,766</u><br><u>\$39.48</u> | <u>\$74,184</u><br><u>\$41.76</u> |
| Step 9                                                                                                                                              |  | <u>\$70,104</u><br><u>\$39.48</u> | <u>\$39.48</u><br><u>\$70,104</u> | <u>\$70,104</u><br><u>\$41.06</u> | <u>\$78,088</u><br><u>\$43.43</u> |
|                                                                                                                                                     |  |                                   |                                   |                                   |                                   |
| Step 10                                                                                                                                             |  | <u>\$41.06</u>                    | <u>\$41.06</u><br><u>\$71,857</u> | <u>\$42.70</u><br><u>\$71,857</u> | <u>\$80,090</u><br><u>\$45.16</u> |
| Step 11                                                                                                                                             |  |                                   | <u>\$42.70</u><br><u>\$73,653</u> | <u>\$73,653</u><br><u>\$44.41</u> | <u>\$82,144</u><br><u>\$46.97</u> |
| Step 12                                                                                                                                             |  |                                   | <u>\$44.01</u><br><u>\$75,495</u> | <u>\$75,495</u><br><u>\$46.18</u> | <u>\$84,249</u><br><u>\$48.85</u> |
| <del>Step 13</del>                                                                                                                                  |  |                                   | <u>\$77,768</u>                   | <u>\$77,768</u>                   | <u>\$86,409</u>                   |
| <del>Step 14</del>                                                                                                                                  |  |                                   |                                   | <u>\$79,713</u>                   | <u>\$88,569</u>                   |
| <del>Step 15</del>                                                                                                                                  |  |                                   |                                   | <u>\$81,706</u>                   | <u>\$90,783</u>                   |
| <del>Step 16</del>                                                                                                                                  |  |                                   |                                   | <u>\$83,748</u>                   | <u>\$93,053</u>                   |
| <del>Step 17</del>                                                                                                                                  |  |                                   |                                   | <u>\$85,842</u>                   | <u>\$95,379</u>                   |
| <del>Step 18</del>                                                                                                                                  |  |                                   |                                   | <u>\$87,988</u>                   |                                   |
| <del>Step 19</del>                                                                                                                                  |  |                                   |                                   | <u>\$90,188</u>                   |                                   |
| Note: <u>Above line = 54%</u> between <u>all</u> Steps; <u>Below line = 2.5%</u> between Steps.                                                     |  |                                   |                                   |                                   |                                   |
| Hiring Rates: When a position in the bargaining unit is filled by hiring a candidate with prior law enforcement experience from another agency, the |  |                                   |                                   |                                   |                                   |

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Police Chief, ~~in consultation with~~ the approval of the Town Manager, in their discretion may approve the initial starting salary up to Step 4 of the Salary Plan. The placement into a Step that is higher than the starting pay will take into consideration the candidate's years of service, training, qualifications, and experience in law enforcement.

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Step 1                                                  | New officers with no experience start at Step 1. Officers with recent and relevant police experience may start at Step 4 at the sole discretion of the Town Manager.                                                                                                                                                                                                                                    |
| Step 2                                                  | Satisfactory completion of the 1-year probationary period commencing on the completion of Field Training; for employees hired on or after October 10, 2023, successful completion of the 18-month probationary period.                                                                                                                                                                                  |
| Step 3                                                  | Successful completion of radar training, breath test operator training, and an above average overall evaluation.                                                                                                                                                                                                                                                                                        |
| Steps 3- <del>9</del> <u>10</u> as Police Officer I     | Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.                                                                                                                                                                                                                                                                               |
| Promotion to Police Officer II                          | Employment by the Department for a minimum of 5 years; and Possession an Associate's Degree from an accredited college/university; and Completion cumulatively of at least 150 hours of pre-approved career development training, which must include (a) Field Training Officer and (b) Standard Field Sobriety Testing; an above average overall evaluation; and Recommendation of the Chief of Police |
| Steps <del>5</del> <u>133 - 12</u> as Police Officer II | Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.                                                                                                                                                                                                                                                                               |

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|                                                   |                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Promotion to Master Officer                       | Employment by the Department for a minimum of 7 years; and Possession of a Bachelor's Degree from an accredited college/university; and Completion cumulatively of at least 250 hours of pre-approved career development training; an above average overall evaluation; and Recommendation of the Chief of Police. |
| Steps <del>8-19</del> <u>12</u> as Master Officer | A minimum of 24 hours of advanced training each year; and an above average overall evaluation each year.                                                                                                                                                                                                           |

#### Section 25.4.

Local State of Emergency (LSA). Employees who are required to work once a LSA is declared by the Town during the hours that all other non-essential staff are not working and Town Hall is officially closed shall be compensated at 1.5 times the base rate of pay for hours actually worked, plus eight (8) hours each day that non-essential staff are paid for not reporting to duty, for up to a maximum of seven (7) days. The LSA premium pay may be extended by specific action of the Town Commission in its sole discretion at the time an LSA is extended. NOTE: an LSA may be extended by the Town Commission and the Town Manager has the sole discretion to determine whether such extension would include an extension of LSA premium pay.

Employees who call out sick during the same pay period during which they earned LSA premium pay and who do not provide a physician note indicating the inability to report to work due to illness shall not be paid the LSA premium pay for the day(s) on which the call out occurred but shall receive Sick Leave pay.

TA RD 8/28/24  
TA 45 8/28/24



# TOWN OF SEWALL'S POINT POLICE DEPARTMENT

## INTERDEPARTMENTAL MEMORANDUM

**TO:** Robert Daniels, Town Manager  
**FROM:** Tina Ciechanowski, Chief of Police  
**DATE:** August 29, 2024  
**RE:** Statistics and Activity Report April 2024 - June 2024

A handwritten signature in black ink, appearing to read "Tina Ciechanowski", positioned to the right of the "FROM:" line.

The attached report reflects the month-to-month activity of the Police Department's calls for service for the past quarter (April 2024 - June 2024). I apologize for the delay which was due to software issues related to data collection with our records management vendor .

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



# SEWALL'S POINT POLICE DEPARTMENT

## April 2024

### Activity Report



#### Monthly Activity - General

|                          | April 2023 | April 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------|------------|------------|------------|------------|
| <i>Calls for Service</i> | 145        | 139        | 551        | 568        |
| <i>Total Arrests</i>     | 3          | 8          | 25         | 17         |

#### Crime Prevention

|                                | April 2023 | April 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------------|------------|------------|------------|------------|
| <i>Closed Home Patrol</i>      | 39         | 22         | 221        | 133        |
| <i>Open Door</i>               | 1          | 7          | 13         | 11         |
| <i>Extra Patrol by Request</i> | 788        | 738        | 3115       | 2476       |
| <i>Alarm</i>                   | 12         | 14         | 41         | 41         |
| <i>Suspicious Person</i>       | 7          | 5          | 20         | 16         |
| <i>Suspicious Vehicle</i>      | 6          | 4          | 18         | 19         |
| <i>Suspicious Incident</i>     | 1          | 4          | 11         | 14         |
| <i>Internal Bolo</i>           | 1          | 0          | 1          | 0          |

#### Traffic Related Activity

|                                     | April 2023 | April 2024 | YTD - 2023 | YTD - 2024 |
|-------------------------------------|------------|------------|------------|------------|
| <i>Traffic Stops</i>                | 123        | 129        | 564        | 572        |
| <i>Vehicle Citations</i>            | 53         | 44         | 322        | 192        |
| <i>Written Warning Citations</i>    | 21         | 22         | 69         | 153        |
| <i>Verbal Warning</i>               | 60         | 75         | 245        | 314        |
| <i>Road Closed/Hazard</i>           | 5          | 1          | 19         | 14         |
| <i>Directed Traffic Enforcement</i> | 63         | 54         | 242        | 152        |
| <i>Reckless Vehicle</i>             | 5          | 0          | 13         | 9          |
| <i>Disabled Vehicle</i>             | 4          | 0          | 15         | 6          |
| <i>Traffic Crash</i>                | 0          | 4          | 17         | 24         |
| <i>Road Rage</i>                    | 0          | 0          | 0          | 0          |



# SEWALL'S POINT POLICE DEPARTMENT

## April 2024

### Activity Report



#### Assists

|                           | April 2023 | April 2024 | YTD – 2023 | YTD - 2024 |
|---------------------------|------------|------------|------------|------------|
| <i>Other Jurisdiction</i> | 17         | 27         | 69         | 132        |
| <i>Medical</i>            | 8          | 15         | 25         | 51         |
| <i>Fire</i>               | 2          | 3          | 10         | 18         |
| <i>Animal Control</i>     | 10         | 9          | 33         | 36         |
| <i>Man Down</i>           | 0          | 0          | 0          | 0          |

#### Citizen Services

|                                           | April 2023 | April 2024 | YTD – 2023 | YTD - 2024 |
|-------------------------------------------|------------|------------|------------|------------|
| <i>Lost/Found Property</i>                | 1          | 1          | 7          | 9          |
| <i>Civil Matter</i>                       | 0          | 1          | 2          | 7          |
| <i>Neighbor Trouble</i>                   | 1          | 0          | 3          | 2          |
| <i>Police Service Call</i>                | 35         | 21         | 123        | 77         |
| <i>Town Ordinance Violation - Warning</i> | 53         | 156        | 227        | 257        |
| <i>Town Ordinance Violation - CVC</i>     | 2          | 0          | 9          | 4          |

#### Major Crimes

| <i>Crime Type</i>     | April 2023 | April 2024 | YTD – 2023 | YTD - 2024 |
|-----------------------|------------|------------|------------|------------|
| <i>Robbery</i>        | 0          | 0          | 0          | 0          |
| <i>Burglary</i>       | 0          | 0          | 1          | 0          |
| <i>Theft</i>          | 0          | 1          | 0          | 2          |
| <i>Stolen Vehicle</i> | 0          | 0          | 0          | 0          |
| <i>Assault</i>        | 0          | 0          | 0          | 0          |
| <i>Battery</i>        | 0          | 0          | 2          | 5          |
| <b><i>Total</i></b>   | <b>0</b>   | <b>1</b>   | <b>3</b>   | <b>7</b>   |



# SEWALL'S POINT POLICE DEPARTMENT

## April 2024

### Activity Report



#### Other Crimes

| Type               | April 2023 | April 2024 | YTD – 2023 | YTD - 2024 |
|--------------------|------------|------------|------------|------------|
| Fraud              | 3          | 2          | 6          | 5          |
| Drug Violations    | 0          | 1          | 1          | 3          |
| Trespassing        | 3          | 0          | 10         | 3          |
| Vandalism          | 0          | 0          | 0          | 0          |
| Disorderly Conduct | 0          | 0          | 0          | 0          |
| Lewd & Lascivious  | 0          | 0          | 0          | 0          |
| Domestic           | 0          | 0          | 3          | 3          |
| DUI                | 1          | 1          | 3          | 1          |
| Disturbance        | 2          | 2          | 13         | 14         |
| <b>Total</b>       | <b>9</b>   | <b>6</b>   | <b>36</b>  | <b>29</b>  |

#### Noteworthy Cases & Additional Information:

04/04/2024 24-3473 An officer conducted a traffic stop. The operator of the vehicle was unlicensed and the vehicle was bearing a license plate not assigned to the vehicle. The vehicle was unregistered. The motorist was criminally charged with No Valid Driver's License and Operating an Unregistered Motor Vehicle.

04/13/2024 24-3930 An officer conducted a traffic stop for an equipment violation. The operator of the vehicle did not have a driver's license. The motorist was criminally charged with No Valid Driver's License.

04/18/24 24-4144 An officer conducted a traffic stop; the operator of the vehicle was determined to be impaired. He was arrested for DUI, as well as operating a motor vehicle with a revoked driver's license related to a prior DUI case.

04/19/2024 24-4173 An officer responded to a call related to fraud. The complainant's bookkeeper received a spoofed email that resulted in her sending an ACH transfer for over \$8000 to an unknown fraudster.

04/23/24 24-4354 An officer responded to a call related to fraud. The complainant reported an unknown subject fraudulently utilized points on an airline loyalty credit card to purchase a flight.



## SEWALL'S POINT POLICE DEPARTMENT

### *April 2024*

### Activity Report



04/24/2024 24-4393 An officer conducted a traffic stop for speeding. The operator was unlawfully in possession of marijuana. The drug was seized for destruction.

04/23/24 24-4368 An officer responded to a residence for a medical assist. Investigation on scene resulted in an individual taken into custody by the officer because they were a danger to themselves. The individual was transported to an appropriate facility for a mental health crisis under the Baker Act.

04/25/24 24-4445 An officer conducted a traffic stop for speeding. The operator of the vehicle did not have a driver's license. He was arrested for operating a vehicle with No Valid Driver's License.

04/25/24 24-4461 Officers responded to a residence for an individual in need of psychological services. The individual was taken into custody by several officers and transported to an appropriate facility for a mental health crisis under the Baker Act.

04/27/24 24-4575 An officer responded to the beach area behind Benihana in reference to a theft. The complainant advised that cash was stolen from her wallet while fishing behind the business.

04/28/24 24-4632 An officer conducted a traffic stop. The operator of the motor vehicle had two outstanding warrants for Violation of Probation. The warrants were served by the officer and he was transported to jail.

04/29/224 24-4656 A citizen surrendered a firearm to the Police Department for destruction.



# SEWALL'S POINT POLICE DEPARTMENT

## May 2024

### Activity Report



#### Monthly Activity - General

|                          | May 2023 | May 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------|----------|----------|------------|------------|
| <i>Calls for Service</i> | 153      | 150      | 704        | 718        |
| <i>Total Arrests</i>     | 8        | 5        | 33         | 22         |

#### Crime Prevention

|                                | May 2023 | May 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------------|----------|----------|------------|------------|
| <i>Closed Home Patrol</i>      | 54       | 77       | 275        | 210        |
| <i>Open Door</i>               | 4        | 5        | 17         | 16         |
| <i>Extra Patrol by Request</i> | 828      | 765      | 3943       | 3241       |
| <i>Alarm</i>                   | 9        | 16       | 50         | 57         |
| <i>Suspicious Person</i>       | 5        | 10       | 25         | 26         |
| <i>Suspicious Vehicle</i>      | 8        | 5        | 26         | 24         |
| <i>Suspicious Incident</i>     | 3        | 1        | 14         | 15         |
| <i>Internal Bolo</i>           | 0        | 0        | 1          | 0          |

#### Traffic Related Activity

|                                     | May 2023 | May 2024 | YTD - 2023 | YTD - 2024 |
|-------------------------------------|----------|----------|------------|------------|
| <i>Traffic Stops</i>                | 264      | 172      | 828        | 744        |
| <i>Vehicle Citations</i>            | 124      | 68       | 446        | 260        |
| <i>Written Warning Citations</i>    | 42       | 31       | 111        | 184        |
| <i>Verbal Warning</i>               | 120      | 76       | 365        | 390        |
| <i>Road Closed/Hazard</i>           | 12       | 4        | 31         | 18         |
| <i>Directed Traffic Enforcement</i> | 79       | 68       | 321        | 220        |
| <i>Reckless Vehicle</i>             | 1        | 3        | 14         | 12         |
| <i>Disabled Vehicle</i>             | 4        | 4        | 19         | 10         |
| <i>Traffic Crash</i>                | 2        | 4        | 19         | 28         |
| <i>Road Rage</i>                    | 0        | 0        | 0          | 0          |



# SEWALL'S POINT POLICE DEPARTMENT

## May 2024

### Activity Report



#### Assists

|                           | May 2023 | May 2024 | YTD – 2023 | YTD - 2024 |
|---------------------------|----------|----------|------------|------------|
| <i>Other Jurisdiction</i> | 24       | 27       | 93         | 159        |
| <i>Medical</i>            | 10       | 10       | 35         | 61         |
| <i>Fire</i>               | 4        | 3        | 14         | 21         |
| <i>Animal Control</i>     | 10       | 8        | 43         | 44         |
| <i>Man Down</i>           | 0        | 0        | 0          | 0          |

#### Citizen Services

|                                           | May 2023 | May 2024 | YTD – 2023 | YTD - 2024 |
|-------------------------------------------|----------|----------|------------|------------|
| <i>Lost/Found Property</i>                | 1        | 1        | 8          | 10         |
| <i>Civil Matter</i>                       | 2        | 2        | 4          | 9          |
| <i>Neighbor Trouble</i>                   | 2        | 1        | 5          | 3          |
| <i>Police Service Call</i>                | 35       | 18       | 158        | 95         |
| <i>Town Ordinance Violation - Warning</i> | 56       | 61       | 283        | 318        |
| <i>Town Ordinance Violation - CVC</i>     | 0        | 0        | 9          | 4          |

#### Major Crimes

| <i>Crime Type</i>     | May 2023 | May 2024 | YTD – 2023 | YTD - 2024 |
|-----------------------|----------|----------|------------|------------|
| <i>Robbery</i>        | 0        | 0        | 0          | 0          |
| <i>Burglary</i>       | 0        | 0        | 1          | 0          |
| <i>Theft</i>          | 0        | 1        | 0          | 3          |
| <i>Stolen Vehicle</i> | 0        | 0        | 0          | 0          |
| <i>Assault</i>        | 1        | 0        | 1          | 0          |
| <i>Battery</i>        | 0        | 1        | 2          | 6          |
| <b><i>Total</i></b>   | <b>1</b> | <b>2</b> | <b>4</b>   | <b>9</b>   |



# SEWALL'S POINT POLICE DEPARTMENT

## May 2024

### Activity Report



#### Other Crimes

| Type               | May 2023  | May 2024 | YTD – 2023 | YTD - 2024 |
|--------------------|-----------|----------|------------|------------|
| Fraud              | 2         | 1        | 8          | 6          |
| Drug Violations    | 1         | 1        | 2          | 4          |
| Trespassing        | 3         | 0        | 13         | 3          |
| Vandalism          | 0         | 0        | 0          | 0          |
| Disorderly Conduct | 0         | 0        | 0          | 0          |
| Lewd & Lascivious  | 0         | 0        | 0          | 0          |
| Domestic           | 1         | 0        | 4          | 3          |
| DUI                | 3         | 0        | 6          | 1          |
| Disturbance        | 0         | 3        | 13         | 17         |
| <b>Total</b>       | <b>10</b> | <b>5</b> | <b>46</b>  | <b>34</b>  |

#### Noteworthy Cases & Additional Information:

05/02/24 24-4811 Officers responded to an environmental offense at the intersection of State Road A1A and Sewall's Point Road. A pool contractor lost a very large load of blue concrete crème used for refinishing pools. This caused significant traffic issues at the intersection over two shifts. The cleanup required the assistance of the pool contractor and Florida Department of Transportation contractors to clean the roadway.

05/04/24 24-4899 Officers responded to a death investigation.

05/08/24 24-5040 An officer responded to a complaint of a battery. The incident involved a dementia patient and a caregiver. The caregiver refused prosecution.

05/13/24 24-5266 Officers conducted an investigation related to an individual contracting without a license and theft between \$300 and \$10,000 dollars from a person 65 years or older. As a result of the investigation, the suspect was located and arrest warrants were issued for Grand Theft from person 65 years of age or older and Engage in Contracting without Certification.

05/21/24 24-5607 An officer responded to a reported disturbance. As a result of the officer's investigation, an individual at that location was taken into custody and



## SEWALL'S POINT POLICE DEPARTMENT

### May 2024

### Activity Report



transported to an appropriate facility for a drug related condition under the Marchman Act.

05/24/24 24-5767 An officer conducted a traffic stop for speeding. The operator of the vehicle was unlawfully in possession of marijuana. The drugs were seized for destruction.

05/26/24 24-5825 An officer conducted a traffic stop for an equipment violation. During the course of investigation, it was determined that the driver did not have a driver's license. He was criminally charged with No Valid Driver's License.

05/29/2024 24-6009 An officer conducted a traffic stop for speeding. During the course of investigation, it was determined that the driver did not have a driver's license. He was taken into custody and transported to jail for No Valid Driver's License.

05/31/24 24-6127 An officer conducted a traffic stop for speeding. The operator of the vehicle had a driver's license that was revoked and cancelled. He was subsequently arrested for Driving while License Revoked.



# SEWALL'S POINT POLICE DEPARTMENT

## June 2024

### Activity Report



#### Monthly Activity - General

|                          | June 2023 | June 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------|-----------|-----------|------------|------------|
| <i>Calls for Service</i> | 115       | 105       | 819        | 823        |
| <i>Total Arrests</i>     | 7         | 10        | 40         | 32         |

#### Crime Prevention

|                                | June 2023 | June 2024 | YTD - 2023 | YTD - 2024 |
|--------------------------------|-----------|-----------|------------|------------|
| <i>Closed Home Patrol</i>      | 129       | 163       | 404        | 373        |
| <i>Open Door</i>               | 1         | 3         | 18         | 19         |
| <i>Extra Patrol by Request</i> | 1084      | 668       | 5027       | 3909       |
| <i>Alarm</i>                   | 13        | 9         | 63         | 66         |
| <i>Suspicious Person</i>       | 3         | 4         | 28         | 30         |
| <i>Suspicious Vehicle</i>      | 3         | 2         | 29         | 26         |
| <i>Suspicious Incident</i>     | 1         | 4         | 15         | 19         |
| <i>Internal Bolo</i>           | 0         | 0         | 1          | 0          |

#### Traffic Related Activity

|                                     | June 2023 | June 2024 | YTD - 2023 | YTD - 2024 |
|-------------------------------------|-----------|-----------|------------|------------|
| <i>Traffic Stops</i>                | 173       | 256       | 1001       | 1000       |
| <i>Vehicle Citations</i>            | 91        | 85        | 537        | 345        |
| <i>Written Warning Citations</i>    | 10        | 46        | 121        | 230        |
| <i>Verbal Warning</i>               | 82        | 143       | 447        | 533        |
| <i>Road Closed/Hazard</i>           | 0         | 4         | 31         | 22         |
| <i>Directed Traffic Enforcement</i> | 68        | 86        | 389        | 306        |
| <i>Reckless Vehicle</i>             | 2         | 2         | 16         | 14         |
| <i>Disabled Vehicle</i>             | 3         | 7         | 22         | 17         |
| <i>Traffic Crash</i>                | 1         | 3         | 20         | 31         |
| <i>Road Rage</i>                    | 0         | 0         | 0          | 0          |



# SEWALL'S POINT POLICE DEPARTMENT

## June 2024

### Activity Report



#### Assists

|                           | June 2023 | June 2024 | YTD – 2023 | YTD - 2024 |
|---------------------------|-----------|-----------|------------|------------|
| <i>Other Jurisdiction</i> | 23        | 15        | 116        | 174        |
| <i>Medical</i>            | 5         | 12        | 40         | 73         |
| <i>Fire</i>               | 5         | 4         | 19         | 25         |
| <i>Animal Control</i>     | 4         | 7         | 47         | 51         |
| <i>Man Down</i>           | 0         | 0         | 0          | 0          |

#### Citizen Services

|                                           | June 2023 | June 2024 | YTD – 2023 | YTD - 2024 |
|-------------------------------------------|-----------|-----------|------------|------------|
| <i>Lost/Found Property</i>                | 2         | 1         | 10         | 11         |
| <i>Civil Matter</i>                       | 0         | 0         | 4          | 9          |
| <i>Neighbor Trouble</i>                   | 0         | 0         | 5          | 3          |
| <i>Police Service Call</i>                | 25        | 29        | 183        | 124        |
| <i>Town Ordinance Violation - Warning</i> | 35        | 53        | 318        | 371        |
| <i>Town Ordinance Violation - CVC</i>     | 1         | 1         | 10         | 5          |

#### Major Crimes

| <i>Crime Type</i>     | June 2023 | June 2024 | YTD – 2023 | YTD - 2024 |
|-----------------------|-----------|-----------|------------|------------|
| <i>Robbery</i>        | 0         | 0         | 0          | 0          |
| <i>Burglary</i>       | 0         | 0         | 1          | 0          |
| <i>Theft</i>          | 0         | 0         | 0          | 3          |
| <i>Stolen Vehicle</i> | 0         | 0         | 0          | 0          |
| <i>Assault</i>        | 0         | 0         | 1          | 0          |
| <i>Battery</i>        | 0         | 0         | 2          | 6          |
| <b><i>Total</i></b>   | <b>0</b>  | <b>0</b>  | <b>4</b>   | <b>9</b>   |



# SEWALL'S POINT POLICE DEPARTMENT

## June 2024

### Activity Report



#### Other Crimes

| Type               | June 2023 | June 2024 | YTD – 2023 | YTD - 2024 |
|--------------------|-----------|-----------|------------|------------|
| Fraud              | 0         | 0         | 8          | 6          |
| Drug Violations    | 0         | 1         | 2          | 5          |
| Trespassing        | 2         | 0         | 15         | 3          |
| Vandalism          | 0         | 0         | 0          | 0          |
| Disorderly Conduct | 0         | 0         | 0          | 0          |
| Lewd & Lascivious  | 0         | 0         | 0          | 0          |
| Domestic           | 1         | 0         | 5          | 3          |
| DUI                | 0         | 0         | 6          | 1          |
| Disturbance        | 5         | 3         | 18         | 20         |
| <b>Total</b>       | <b>8</b>  | <b>4</b>  | <b>54</b>  | <b>38</b>  |

#### Noteworthy Cases & Additional Information:

06/01/2024 24-6177 An officer on patrol observed an individual who appeared to be in distress. The individual relayed to the officer that he wanted to harm himself. The officer took the individual into custody and transported him to an appropriate mental health facility under a Baker Act.

06/08/2024 24-6520 An officer conducted a traffic stop for speeding. The operator of the vehicle was unlawfully in possession of marijuana. The drugs were seized for destruction.

06/14/24 24-6812 An officer observed an individual illegally dumping vegetative waste on vacant property that did not belong to them. The individual was working at the property across the street. Notice to Appear in court was issued for Illegal Dumping.

06/14/24 24-6822 Officers received a call for a missing special needs child. An exhaustive search was conducted of the area and the child was located.

06/27/24 24-7334 An officer conducted a traffic stop on a vehicle with no license plate. The operator of the vehicle did not have a driver's license and the vehicle was unregistered. Criminal citations were issued for No Driver's License and Operating an Unregistered Motor Vehicle.



# SEWALL'S POINT POLICE DEPARTMENT

## *June 2024*

### Activity Report



06/28/24    24-7374    An officer on his way into work arrived on the scene of a traffic fatality on the Evans Crary Bridge outside of the Department's jurisdiction. The officer remained on scene until it the Martin County Sheriff's Office took command of the scene. Meanwhile, a second Sewall's Point officer observed the suspect fleeing the scene and together with another officer going off shift located the suspect at her residence.

# TOWN OF SEWALL'S POINT



**TO:** Mayor and Commissioners  
**FROM:** Robert J. Daniels, Town Manager  
**SUBJECT:** Tentative Budget Adoption  
**DATE:** Tentative Budget Public Hearing September 9, 2024

---

**EXECUTIVE SUMMARY:** This is a public hearing to tentatively adopt Town of Sewall's Point property tax rate and budget. The structure follows a legally mandated sequence of actions.

**RECOMMENDATION:**

1. Staff recites the statutory language.
2. Staff provides a brief summary of the budget.
3. Commission hears public comments.
4. Commission discusses and directs any further changes.
5. Commission proceeds to adopt each item.

**Required Statutory Language**

"The proposed millage rate of 3.27 mills is greater than the rolled-back rate of 3.0320 mills by 7.85%."

**Tentative Budget Summary – FY2025**

The proposed tentative budget is adopted in three funds:

|                       |                   |
|-----------------------|-------------------|
| General Fund          | \$ 4,053,671      |
| Capital Projects Fund | \$24,146,046      |
| Building Permit Fund  | <u>\$ 463,603</u> |
| Total                 | \$28,663,320      |

By tentatively adopting the budget, the Commission is adopting the various policies which have been discussed and recommended, including the three-fund structure, wage and benefits proposals, funding for future fire rescue, etcetera.

Note: We are still working out the possibility of changing the vesting schedule to a 5 year vesting plan of 25% per year and will bring this back to the Commission once we have more information.

# TOWN OF SEWALL'S POINT



**TO:** Mayor and Commissioners  
**FROM:** Robert J. Daniels, Town Manager  
**SUBJECT:** Budget-in-Brief FY2025 Updates  
**DATE:** Tentative Trim & Budget Public Hearing September 9, 2024

---

**EXECUTIVE SUMMARY:** The Commission was previously provided a Budget-in-Brief for FY2025 at the August 27, 2024 Regular Commission meeting. During this meeting the Finance Director gave an overview of the budget for fiscal year 2025. The information gathered along with independent meetings with the Commission and the Public, the following changes were made.

## **UPDATES TO THE BUDGET-in-BRIEF DOCUMENT:**

Removing the two below items, reduced the Reserve Utilization amounts, both in the Building Fund and the Capital Fund.

- Removed the Part-Time position in the Building Fund from the budget. (Page 12 & Page 23)
- Removed the N. Sewall's Point RD Engineering expense of \$387,000. (Page 25)

The below items did not change the overall budget:

- A line was added on page 9 to separate out the 0.40 Millage transfer from the Executive Department, resulting in a more accurate reflection of total expenditures.
- In the General Fund line item budget, the department numbers were added besides the titles of the Departments to assist in referencing the summary of the budget.



## RESOLUTION NO. 977

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE FOR THE TOWN OF SEWALL'S POINT FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.**

**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 Town has this date held as a properly advertised public hearing pursuant to the requirements of Section 200.065, Florida Statutes, to adopt a tentative millage rate for the 2024-2025 fiscal year; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation has been certified by the Martin County Property Appraiser to the Town of Sewall's Point, Florida, as \$1,014,077,850; and

**WHEREAS**, it is the will and desire of the Town Commission that the tentative millage rate be approved and adopted as set forth below.

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

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

**Section 2.** The Town Commission of the Town of Sewall's Point does hereby adopt its tentative operating millage rate of 3.2700 mills to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the above named taxing authority.

**Section 3.** The FY 2024-2025 operating millage rate of 3.2700 mills is greater than the rolled-back rate of 3.0320 mills by 7.85%.

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

\_\_\_\_\_ offered the Resolution and moved its adoption. The motion was

seconded by \_\_\_\_\_, and upon being put to a vote, the vote was:

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

The Town Manager thereupon declared this Resolution No. 977 approved and adopted by the Town Commission of the Town of Sewall's Point on this 9th day of September, 2024.

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

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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



## RESOLUTION NO. 978

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE TOWN OF SEWALL'S POINT FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.**

**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**, Section 166.241(2), Florida Statutes, requires each municipality to adopt a budget by ordinance or resolution unless otherwise specified in the respective municipality's charter; and

**WHEREAS**, the Town of Sewall's Point, Florida, set forth the appropriations and revenue estimate for the budget for Fiscal Year 2023-2024 as follows:

- (a) There is hereby appropriated from the GENERAL FUND, the total of four million fifty-three thousand and six hundred seventy-one dollars (\$4,053,671) to provide for the annual budget of the General Fund.
- (b) There is hereby appropriated from the CAPITAL PROJECTS FUND, the total of twenty-four million one hundred forty-six thousand and forty-six dollars (\$24,146,046) to provide for the annual budget of the Capital Project Fund.
- (c) There is hereby appropriated from the BUILDING PERMIT FUND, the total of four hundred sixty-three thousand six hundred and three dollars (\$463,603) to provide for the annual budget of the Building Permit Fund.

**WHEREAS**, it is the will and desire of the Town Commission that the tentative budget be approved and adopted as set forth below.

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

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

**Section 2.** The Town Commission of the Town of Sewall's Point does hereby adopt its tentative budget for Fiscal Year 2024-2025, which budget is attached hereto and incorporated as Exhibit "A" (the "Budget").

**Section 3.** Amounts allocated in the Budget for expenditures effective October 1, 2024 are authorized in accordance with the purposes and amounts set forth in the Budget.

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

\_\_\_\_\_ offered the Resolution and moved its adoption. The motion was

seconded by \_\_\_\_\_, and upon being put to a vote, the vote was:

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

The Town Manager thereupon declared this Resolution No. 978 approved and adopted by the Town Commission of the Town of Sewall's Point on this 9th day of September, 2024.

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

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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

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

|                       |                                        | <b>FUND 001</b>         | <b>FUND 101</b>          | <b>FUND 301</b>         | <b>2025</b>       |
|-----------------------|----------------------------------------|-------------------------|--------------------------|-------------------------|-------------------|
|                       |                                        | <b>GENERAL<br/>FUND</b> | <b>BUILDING<br/>FUND</b> | <b>CAPITAL<br/>FUND</b> | <b>BUDGET</b>     |
| <b>REVENUES</b>       |                                        |                         |                          |                         |                   |
| 311.000               | AD VALOREM TAXES                       | 3,150,233               |                          |                         | 3,150,233         |
| 312.410               | GAS TAX                                |                         |                          | 145,000                 | 145,000           |
| 312.420               | GAS TAX SECOND LOCAL OPTION            |                         |                          | 100,000                 | 100,000           |
| 315.000               | COMMUNICATIONS SERVICES TAX            | 50,000                  |                          |                         | 50,000            |
| 316.000               | LOCAL BUSINESS TAX                     | 1,500                   |                          |                         | 1,500             |
| 322.000               | BUILDING PERMIT FEES                   |                         | 430,000                  |                         | 430,000           |
| 322.001               | TECHNOLOGY FEE                         |                         | 7,000                    |                         | 7,000             |
| 322.003               | SITE PLAN REVIEWS                      |                         | 5,000                    |                         | 5,000             |
| 323.100               | ELECTRIC FRANCHISE FEES                | 200,000                 |                          |                         | 200,000           |
| 325.200               | BUILDING DEPT ROAD IMPROVEMENT         |                         |                          | 150,000                 | 150,000           |
| 329.001               | PLANNING & ZONING FEES                 | 5,000                   |                          |                         | 5,000             |
| 331.000               | HMGP GRANTS                            |                         |                          | 3,802,728               | 3,802,728         |
| 334.000               | FDEP GRANTS                            |                         |                          | 16,720,000              | 16,720,000        |
| 335.000               | LEGISLATIVE APPROPRIATIONS             |                         |                          | 1,000,000               | 1,000,000         |
| 335.120               | STATE REVENUE SHARING                  | 86,471                  |                          |                         | 86,471            |
| 335.150               | STATE REVENUE SHARING                  | 1,500                   |                          |                         | 1,500             |
| 335.180               | SALES TAX                              | 293,139                 |                          |                         | 293,139           |
| 337.200               | LOCAL GRANT - PD                       |                         |                          |                         | 0                 |
| 337.300               | MCU SSPR REIMBURSEMENT                 |                         |                          |                         | 0                 |
| 351.300               | CIVIL FINES                            |                         |                          |                         | 0                 |
| 351.500               | TRAFFIC FINES                          | 10,000                  |                          |                         | 10,000            |
| 351.501               | POLICE EDUCATION - TRAFFIC FINES       | 1,200                   |                          |                         | 1,200             |
| 351.901               | CODE ENFORCEMENT VIOLATIONS            | 2,500                   |                          |                         | 2,500             |
| 354.000               | FINES-LOCAL ORDINANCE VIOLATIONS       | 1,000                   |                          |                         | 1,000             |
| 361.100               | INTEREST                               | 50,000                  |                          |                         | 50,000            |
| 366.002               | CONTRIBUTIONS - SAFETY EQUIPMENT GRANT |                         |                          |                         | 0                 |
| 366.003               | CONTRIBUTIONS - TOWN EVENTS            |                         |                          |                         | 0                 |
| 366.004               | CONTRIBUTIONS - POLICE DEPARTMENT      |                         |                          |                         | 0                 |
| 367.000               | TOWN LICENSES                          | 7,000                   |                          |                         | 7,000             |
| 369.900               | MISCELLANEOUS REVENUE                  | 2,000                   |                          |                         | 2,000             |
| 369.901               | MISCELLANEOUS REVENUE POLICE           |                         |                          |                         | 0                 |
| 369.902               | MISC REVENUE - PARK                    | 1,200                   |                          |                         | 1,200             |
| 382.000               | RESERVE UTILIZATION                    | 190,928                 | 21,603                   | 1,842,969               | 2,501,708         |
|                       | TRANSFER FROM GENERAL FUND             |                         |                          | 385,349                 | 385,349           |
| <b>TOTAL REVENUES</b> |                                        | <b>4,053,671</b>        | <b>463,603</b>           | <b>24,146,046</b>       | <b>28,663,320</b> |

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

|                     |                                       | <b>FUND 001</b>         | <b>FUND 101</b>          | <b>FUND 301</b>         | <b>2025</b>       |
|---------------------|---------------------------------------|-------------------------|--------------------------|-------------------------|-------------------|
|                     |                                       | <b>GENERAL<br/>FUND</b> | <b>BUILDING<br/>FUND</b> | <b>CAPITAL<br/>FUND</b> | <b>BUDGET</b>     |
| <b>EXPENDITURES</b> |                                       |                         |                          |                         |                   |
| 512                 | TOTAL EXECUTIVE                       | 328,283                 |                          |                         | 328,283           |
| 513                 | TOTAL FINANCE                         | 117,460                 |                          |                         | 117,460           |
| 514                 | TOTAL LEGAL                           | 115,000                 |                          |                         | 115,000           |
| 517                 | TOTAL DEBT SERVICE                    | 150,780                 |                          |                         | 150,780           |
| 519                 | TOTAL GOVERNMENTAL SERVICES           | 626,411                 |                          |                         | 626,411           |
| 521                 | TOTAL POLICE                          | 1,567,327               |                          |                         | 1,567,327         |
| 522                 | TOTAL FIRE                            | 763,061                 |                          |                         | 763,061           |
| 581                 | TOTAL TRANSFERS                       | 385,349                 |                          |                         | 385,349           |
| 524                 | TOTAL BUILDING                        |                         | 463,603                  |                         | 463,603           |
| 519                 | TOTAL GOVERNMENTAL SERVICES - CAPITAL |                         |                          | 121,000                 | 121,000           |
| 538                 | TOTAL STORMWATER                      |                         |                          | 23,865,046              | 23,865,046        |
| 541                 | TOTAL STREETS & BRIDGES               |                         |                          | 160,000                 | 160,000           |
|                     | <b>TOTAL EXPENDITURES</b>             | <b>4,053,671</b>        | <b>463,603</b>           | <b>24,146,046</b>       | <b>28,663,320</b> |

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

| <b>AUTHORIZED POSITIONS</b>    | <b>FTE's</b> | <b>LOW</b>                          | <b>MID</b> | <b>HIGH</b> |
|--------------------------------|--------------|-------------------------------------|------------|-------------|
| TOWN MANAGER                   | 1            | Per Contract                        |            |             |
| TOWN CLERK                     | 1            | \$ 50,369                           | \$ 61,562  | \$ 70,000   |
| FINANCE DIRECTOR               | 1            | \$ 69,956                           | \$ 86,100  | \$ 105,000  |
| BUILDING OFFICIAL / PW         | 1            | \$ 89,544                           | \$ 106,334 | \$ 139,000  |
| PUBLIC WORKS MAINTENANCE       | 1            | \$ 33,579                           | \$ 44,772  | \$ 55,000   |
| TOWN / FINANCE / BLDNG ASSIST. | 1            | \$ 50,369                           | \$ 61,562  | \$ 70,000   |
| POLICE CHIEF                   | 1            | \$ 106,334                          | \$ 128,720 | \$ 145,000  |
| POLICE ADMIN ASSISTANT         | 1            | \$ 50,369                           | \$ 61,562  | \$ 70,000   |
| POLICE LIEUTENANT              | 1            | \$ 83,034                           | \$ 99,230  | \$ 113,000  |
| POLICE SERGEANT                | 1            | Per Collective Bargaining Agreement |            |             |
| POLICE OFFICER                 | 7            | Per Collective Bargaining Agreement |            |             |
| Total FTE's                    | 17           |                                     |            |             |

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

SUBJECT: Ordinance No. 467 – Regulations Involving Menacing Dogs

DATE: Commission Meeting – September 9, 2024  
Second Reading

## EXECUTIVE SUMMARY:

The Town of Sewall's Point has an increasing problem with menacing dogs that run loose or are out of the control of their owner, biting individuals in the area. Ordinance 467 delineates a definition for menacing dogs and said offense constitutes a violation under the Town's Code of Ordinances. The ordinance was approved at First Reading at the August 27, 2024 Town Commission Meeting with the removal of Growling under the definition and the addition of a dog's behavior that creates a well-founded fear of an attack against any person or domestic animal.

*Menacing therefore* means to present as a threat to the physical safety of a person or another animal as exhibiting by charging, biting, or snapping or other behaviors that causes an individual to have a well-founded fear for their safety or the safety of their domestic animal that is subject to the threat.

## BUSINESS IMPACT:

This ordinance has no impact on businesses in the Town of Sewall's Point.

## RECOMMENDATION:

Staff recommends adoption of Ordinance No. 467 at the second reading.



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





## **ORDINANCE NO. 467**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 10, ANIMALS, ARTICLE I, IN GENERAL, SECTION 10-1, DEFINITIONS; AMENDING SECTION 10-3, PETS CONSTITUTING NUISANCE OR DANGER TO HEALTH AND SAFETY; AND ADDING NEW SECTION 10-6, COUNTY ANIMAL CONTROL ORDINANCE ADOPTED BY REFERENCE; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the reasonable regulation of dogs and other pets is a valid exercise of the Town's police powers to promote the public health, safety and welfare; and

**WHEREAS**, the Town Commission of the Town of Sewall's Point, Florida desires to amend the Town's Animal Ordinance to hold dog owners responsible for dogs that are menacing or threatening to humans or other animals, or that cause an unprovoked attack making physical contact; and

**WHEREAS**, the Town Commission further desires to make violations punishable by civil citation pursuant to Chapter 18, Division 2 of the Sewall's Point Code of Ordinances; and

**WHEREAS,** the Town Commission of the Town of Sewall's Point, Florida, desires to further amend the Town's Animal Ordinance by adopting and incorporating by reference the Martin County animal control ordinance, currently codified as Chapter 9 of the Martin County Code of Ordinances.

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

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

**Section 2.** Chapter 10, Animals, Article I, In General, section 10-1, Definitions, of the Code of Ordinances of the Town of Sewall's Point, Florida, is hereby amended by adding a definition for the term "menacing", as follows: (deletions are shown by overstrike; additions are underlined):

**Sec. 10-1. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Keep* or *keeping* means to own, possess, maintain, care for, provide water or food for, harbor, provide shelter for (whether indoors or outdoors) or otherwise exercise control over.

Menacing means to present as a threat to the physical safety of a person or another animal as exhibiting by charging, biting snapping or other behaviors that cause an individual to have a well-founded fear for their safety or the safety of their domestic animal that is subject to the threat.

**Section 3.** Chapter 10, Animals, Article I, In General, section 10-3, **Pets constituting a nuisance or danger to health and safety**, of the Code of Ordinances of the Town of Sewall's Point, Florida, is hereby amended by adding new subsections (d) and (e) as follows: (deletions are shown by overstrike; additions are underlined):

**Sec. 10-3. Pets constitute a nuisance or danger to health and safety.**

(a) No dogs or other pets shall be allowed to be offensive, infected with disease or otherwise become a nuisance, danger or threat to the health and safety of the inhabitants of the town.

(b) It shall be unlawful to keep or maintain within the corporate limits of the town any animal or fowl which constitutes or creates a nuisance obnoxious to any inhabitant of the town or which may be detrimental to the health or safety of the inhabitants of the town.

(c) It shall be unlawful for any person to keep, harbor, own or maintain any domestic pet which causes a noise disturbance by barking, yelping, howling, screeching, chirping, cawing, crowing or whistling for continuous periods of three minutes or more at any time.

Violations of this section shall be a class B violation, punishable as set forth in chapter 18. Civil violations citations may also be issued under section 22-64 of the Town Code for violations of this section which also violate section 22-64 of the Town Code.

(d) It shall be unlawful for any dog to be menacing or threatening to humans or other animals regardless of whether the dog is leashed at the time of the offense. The owner of the dog shall be the responsible party. Multiple victims shall be considered separate violations.

Violation of this section shall be a class C violation, punishable as set forth in chapter 18.

(e) It shall be unlawful for any dog to cause an unprovoked attack making physical contact with any person or animal regardless of whether the dog is leashed at the time of the offense. The owner of the dog shall be the responsible party. Multiple victims shall be considered separate violations.

Violation of this section shall be a class D violation,  
punishable as set forth in chapter 18.

**Section 4.** Chapter 10, Animals, Article I, In General, of the Code of Ordinances of the Town of Sewall's Point, Florida, is hereby amended by adding new section 10-6 as follows: (deletions are shown by overstrike; additions are underlined):

The animal control ordinance of the county, presently codified  
as chapter 9 of the Martin County Code of Ordinances, is hereby  
adopted by reference as if fully set forth herein and made the  
applicable animal control ordinance within the Town limits.

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

**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the ordinance may be made a part of the Town Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

**Section 6. Effective Date.** This ordinance shall take effect immediately upon adoption.

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

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

Passed first reading at the Regular Meeting of the Town Commission held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

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

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

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

ATTEST:

Approved as to form and legal sufficiency:

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

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

(TOWN SEAL)

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

SUBJECT: Ordinance No. 466 – Standards and Regulations for Synthetic Turf

DATE: Commission Meeting – September 9, 2024  
First Reading

## EXECUTIVE SUMMARY:

The Town of Sewall's Point Building Department has identified a need to regulate the installation of Synthetic Turf and provide for standards for the product. Additionally, the use of synthetic turf in right-of-ways and easements needs to be prohibited or the expense of replacement addressed.

## RECOMMENDATION:

Staff recommends approving Ordinance No. 466 at first reading.



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





## **ORDINANCE NO. 466**

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

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

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

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

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

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

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

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

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

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

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

- (a) Synthetic turf may be permitted on all properties subject to the requirements and procedures set forth in this section.
- (b) Synthetic turf shall be included in the calculation of permeable area provided it complies with this subsection and all other requirements of this Code.
- (c) Synthetic turf shall not be counted towards the minimum required landscaped areas, buffers, foundation plantings or landscape islands.

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

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

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

- (a) Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year "no fade" warranty.
- (b) Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.
- (c) Have a minimum face weight of 75 ounces per square yard.
- (d) Be manufactured from polyethylene monofilament, dual yarn system, and preferably manufactured in the United States.
- (e) Have backing that is permeable.
- (f) Be lead free and flame retardant.

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

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

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

- (b) Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth.
- (c) Be anchored at all edges and seams consistent with the manufacturer's specifications.
- (d) Not have visible seams between multiple panels.
- (e) Have seams that are joined in a tight and secure manner.
- (f) Have an infill medium consisting of clean silica sand, small rocks or other mixture. Rubber pellets are prohibited. The manufacturer's specifications shall state that the infill:
  - (1) Must be brushed into the fibers to ensure that the fibers remain in an upright position;
  - (2) Will provide ballast to help hold the turf in place; and.
  - (3) Will provide a cushioning effect.

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

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

- (a) Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum four-inch thickness to prevent the intrusion of living plant material into the synthetic turf.
- (b) Installed in the side yard and/or rear yard only:

(1) When entirely within private property. Synthetic turf shall be separated from the public right-of-way area by a vertical visual barrier at the property line, such as a hedge or fence. Any area outside the property line shall be landscaped with ground cover or living turf in the swale of the right-of-way or any other right-of-ways adjoining the property.

(2) When extending into public right-of-way. Synthetic turf installed within private property, which also extends into the public right-of-way shall not require the vertical barrier at the property line, but shall require (1) a public works permit which may include additional conditions and requirements, including enhanced drainage mitigation to the satisfaction of the public works director to account for impact on the public right-of-way; and (2) a right-of-way encroachment agreement in form and substance acceptable to the town manager and town attorney. The Town will not be responsible for any damage done to the Synthetic turf in the right-of-way or easements. Any repairs and/or replacement will be at the property owner's expense and coordination.

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

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

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

- (a) Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear. The property owner will be responsible for any expense involved in the maintenance of the Synthetic turf.
- (b) Be maintained in a green fadeless condition and free of weeds, debris, and impressions.
- (c) Synthetic turf must lie flat and resemble live grass.

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

The following uses of synthetic turf are prohibited:

- (a) Synthetic turf shall not be used in the public rights-of-way or swales, except as may be permitted and maintained in accordance with this subsection.
- (b) Synthetic turf shall not be used as a screening material where screening is required by this Code.

**Sec. 487. Permitting.**

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

- (a) A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall include minimum required trees and shrubs for new construction and pervious area calculations for all properties.
- (b) Details regarding existing or proposed irrigation proximate to the synthetic turf.
- (c) Brand and type of synthetic turf, including all manufacturer specifications, warranties, and product lifespan.
- (d) A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.
- (e) A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.
- (f) Previously installed synthetic turf. Synthetic turf existing on private property as of the effective date of this Ordinance may maintained as a nonconforming use as provided in Sec. 82-172 of this Chapter, subject to compliance with all maintenance standards in this subsection. For unpermitted synthetic turf installed in the public right-of-way, an adjacent property owner shall be required within 90 days of

the adoption of this ordinance to obtain a permit and comply with all requirements of this subsection for installation and maintenance of synthetic turf. For synthetic turf installed in the public right-of-way, the property owner will be allowed to keep the installation in the public right-of-way provided they request a permit 90 days after this ordinance is adopted and execute a release to the Town for any damages that might occur for any work the Town commissions in the right-of-way or easements. Failure to comply with the permitting requirements of this subsection within the 90-day period shall constitute a continued violation of the Code and the property owner shall be required to immediately remove the synthetic turf from the right-of-way at the discretion of the Town Manager.

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

**Section 5. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Codification.** The sections of the ordinance may be made a part of the Town Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

**Section 6. Effective Date.** This ordinance shall take effect immediately upon adoption.

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

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

Passed first reading at the Regular Meeting of the Town Commission held on the 9th day of September, 2024.

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

|                              | <u>AYE</u> | <u>NAY</u> |
|------------------------------|------------|------------|
| JOHN TOMPECK, MAYOR          | _____      | _____      |
| FRANK FENDER, VICE MAYOR     | _____      | _____      |
| VINNY BARILE, COMMISSIONER   | _____      | _____      |
| DAVE KURZMAN, COMMISSIONER   | _____      | _____      |
| KAIJA MAYFIELD, COMMISSIONER | _____      | _____      |

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

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

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

ATTEST:

Approved as to form and legal sufficiency:

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

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

(TOWN SEAL)

# "AS IS" Residential Contract For Sale And Purchase

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

**PARTIES:** Town of Sewalls Point ("Seller"),  
and Scott Holmes ("Buyer"),  
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
and any riders and addenda ("Contract"):

## 1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 78 S Sewalls Point Road, Sewalls Point, FL 34996  
(b) Located in: Martin County, Florida. Property Tax ID #: 0138410060010003.08  
(c) Real Property: The legal description is Homewood Lot 3 BLK A

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

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

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

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

## PURCHASE PRICE AND CLOSING

**2. PURCHASE PRICE (U.S. currency):**..... \$ 1,500,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... \$ 10,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

**(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank,  
then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
SHALL BE DEEMED SELECTED.

Escrow Agent Name: Illustrated Properties

Address: 3601 SE Ocean Blvd., Suite 101, Stuart, FL 34996 Phone: 772-221-1118

Email: stephen@stuart-fl.com Fax: \_\_\_\_\_

- (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
days after Effective Date ..... \$ \_\_\_\_\_

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... \$ \_\_\_\_\_

- (d) Other: ..... \$ \_\_\_\_\_

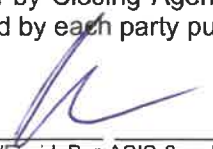
- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
transfer or other Collected funds (See STANDARD S) ..... \$ 1,490,000.00

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

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
August 30, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
initialed and delivered this offer or final counter-offer ("Effective Date").

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

Buyer's Initials 

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

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this Contract, the Closing shall occur on September 30, 2024 ("Closing Date"), at the time established by the Closing Agent.

**5. EXTENSION OF CLOSING DATE:**

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

**6. OCCUPANCY AND POSSESSION:**

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

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

**FINANCING**

**8. FINANCING:**

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other \_\_\_\_\_ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

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

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

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

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

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

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

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

☐ (c) Assumption of existing mortgage (see Rider D for terms).

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

#### CLOSING COSTS, FEES AND CHARGES

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

##### (a) COSTS TO BE PAID BY SELLER:

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

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

##### (b) COSTS TO BE PAID BY BUYER:

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

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

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

**(CHECK ONE):**

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

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

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

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

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

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

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

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

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

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

**DISCLOSURES**

**10. DISCLOSURES:**

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

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

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

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

Buyer's Initials \_\_\_\_\_

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

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

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

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

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

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

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

#### ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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

## DEFAULT AND DISPUTE RESOLUTION

### 15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

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

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

### 18. STANDARDS:

#### A. TITLE:

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**T. RESERVED.**

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

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

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

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

### W. RESERVED

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

## ADDENDA AND ADDITIONAL TERMS

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

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

Buyer's Initials \_\_\_\_\_

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

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590 \* 20. **ADDITIONAL TERMS:** ILLUSTRATED PROPERTIES does not use email for the delivery of wire transfer  
591 instructions. You MUST verify all wire transfer instructions directly with the closing agent independently of any  
592 information contained in the instructions. ILLUSTRATED PROPERTIES assumes no responsibility for the  
593 accuracy of any wire transfer Instructions that you may receive in conjunction with this transaction.

594  
595 The sellers & buyer acknowledge & agree that buyer may not occupy the subject property until the  
596 completion of the drainage project onsite. Buyer may improve & modify the home during the drainage  
597 project including adding a dock with all necessary permits. All work onsite must be completed by the  
598 town on or before 12/31/2025.

599  
600 Seller & Buyer agree the Seller will pay Illustrated Properties a 5% commission for providing transaction  
601 brokerage services.

602  
603 Seller agrees to install, at Seller's expense, a new driveway similar to the the existing driveway, a new  
604 sewer system with no impact fees due from the buyer before or after closing, and new sod &  
605 landscaping anywhere the property is disturbed by construction performed for the town by 12/31/2025  
606  
607

608 **COUNTER-OFFER**

609 \* ☐ Seller counters Buyer's offer.

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



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

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

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

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

**ATTENTION: SELLER AND BUYER**

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

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's address for purposes of notice

Seller's address for purposes of notice

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Stephen Dutcher  
**Cooperating Sales Associate, if any**

\_\_\_\_\_  
Illustrated Properties  
**Cooperating Broker, if any**

\_\_\_\_\_  
Stephen Dutcher  
**Listing Sales Associate**

\_\_\_\_\_  
Illustrated Properties  
**Listing Broker**

## Commission Agreement

\_\_\_\_\_ Town of Sewalls Point \_\_\_\_\_ ("Seller/Landlord")  
 agrees that \_\_\_\_\_ Illustrated Properties \_\_\_\_\_ ("Broker")  
 may show and will use diligent effort to (Check as applicable) ☒ sell ☐ lease Seller's/Landlord's Property located at  
 \_\_\_\_\_ 78 S Sewalls Point Road, Sewalls Point, FL 34996 \_\_\_\_\_ ("Property")  
 to \_\_\_\_\_ ("Prospect").

In the event the Property is (Check as applicable) ☒ sold, optioned, or contracted to be sold ☐ leased  
 to Prospect, or any other prospect procured by Broker, on \_\_\_\_\_ [date] or within 180 days (180  
 days if blank) thereafter, Seller/Landlord agrees to pay Broker:

- ☐ \$ \_\_\_\_\_  
☒ 6 % of the gross purchase price of the Property.  
☐ \_\_\_\_\_ % of the gross lease value of a lease executed regarding the Property.  
☐ other (specify) \_\_\_\_\_

**Seller/Landlord** will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of  
 lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with Prospect or if  
**Seller/Landlord** agrees with Prospect to cancel an executed sales contract or lease. In any litigation arising out of this  
 agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs,  
 and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will  
 apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a  
 commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against  
 your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the  
 commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will  
 apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a  
 commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against  
 your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before  
 the commission is earned.

Additional Terms: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
**Seller/Landlord**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
**Seller/Landlord**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized **Broker** or Associate

\_\_\_\_\_  
 Date

**STEPHEN DUTCHER - REALTOR®**



Cellular : 772-263-0900  
Direct : 772-419-0402

[stephen@stuart-fl.com](mailto:stephen@stuart-fl.com)  
[www.stuart-fl.com](http://www.stuart-fl.com)



**ILLUSTRATED  
PROPERTIES**

3601 SE Ocean Blvd., Suite 003 Sewall's Point, Stuart, FL 34996