TOWN OF SEWALL'S POINT

Town Commission Regular Meeting
November 18, 2025
6:00 PM

CALL TO ORDER

Pledge of Allegiance to the Flag
Roll Call

PROCLAMATIONS AND PRESENTATIONS

Swearing-in of Officer Jorge Mendez (Police Chief)

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. Individual time may not be transferred to another individual on your behalf.

TOSP Public Comment Guidelines
Public Comment Guidlines.pdf

ORGANIZATIONAL MATTERS

Election of Mayor and Election of Vice-Mayor
Memo - Election of Mayor and Vice-Mayor.pdf

ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

APPROVAL OF AGENDA

1. **APPROVAL OF CONSENT AGENDA**

   a. **Minutes - September 22, 2025, Regular Meeting**
   09 22 25 Regular Draft Minutes.pdf
   b. **Minutes - October 14, 2025, Regular Meeting**
   10 14 25 Regular Draft Minutes.pdf
   c. **Building Report October 2025**
   Building Report October 2025.pdf
   d. **Financials - September 2025**
   September 2025 Financials.pdf
   e. **Police Department Quarterly Report**
   SPPD Jul - Sept 2025 Stats Report.pdf
   f. **2026 Commission Meeting Schedule-Revised**

2026 Commission Meeting Schedule revised .pdf

g. **Fifth Amendment to Legal Services Agreement**
Fifth Amendment to Legal Services Contract.pdf

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

a. **Ordinance No. 475-25 - Driveway Drainage (Town Manager)**
Memo Ordinance No. 475-25
Ordinance No. 475-25 Driveway Drainage

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

a. **Ordinance No. 474-25 - Administrative Procedures and Appeals (Town Manager)**
Memo Ordinance No. 474-25 Administrative Procedures & Appeals.pdf
Ordinance No. 474-25 Administrative Procedures and Appeals 111825.pdf

4. **RESOLUTIONS**

a. **Resolution No. 996-25 - FY25 Budget Amendment (Finance Director)**
Memo - FY25 Budget Amendment #2 Summary.pdf
Resolution No. 996-25 - FY2025 Budget Amendment.pdf

5. **OLD BUSINESS**

a. **1 Mandalay Road Improvement (Town Engineer)**
Mandalay Road Drainage Plan.pdf

6. **NEW BUSINESS**

a. **Memorandum of Understanding with PBC PBA (Town Manager)**
Memo - MOU with PBA.pdf
Memorandum of Understanding PBC PBA.pdf

b. **Town Commission Appointments (Town Manager)**
Memo - Re Commission Board Appointments.pdf
2025 Board & Committee Appointments.pdf

c. **Board of Zoning Adjustment - Board Member Vacancies (Town Manager)**
Memo - BZA Vacancy Nov 18, 2025.pdf
Applications for BZA Openings in December 2025.pdf

DISCUSSION

7 Heritage Way - Purchasing Contract (Town Manager)
Memo - Sale of 7 Heritage Way.pdf
7 Heritage Way - Contract.pdf
7 Heritage Way - Town Attorney Email.pdf

Septic to Sewer (Commissioner Tidikis)

COMMISSION AND STAFF CLOSING COMMENTS

Town Manager Comments
TOSP Summary SB 954 Certified Recovery Residences.pdf

Bonnie Landry Informational Emails RR SB954e.pdf

ADJOURN

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

Guidelines for Public Comments

- Please submit a comment card to the Town Clerk prior to the start of the meeting.

- All comments are limited to 3 minutes.

- Please state your name and address for the record prior to addressing the Town Commission.

- All remarks should be addressed to the Commission as a body.

- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input.

- Any person addressing the Commission who disrupts the orderly and efficient conduct of the meeting, uses profane or obscene language may be removed from the meeting.

TOWN OF SEWALL'S POINT

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

FROM: **Robert Daniels, Town Manager**

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

DATE: **Regular Town Commission Meeting - November 18, 2025**

Background:

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

Sec. 2-33. - Election of mayor and vice-mayor; election of chair and vice-chair.

(a) Generally. The mayor and vice-mayor of the town commission shall be elected by the members annually.

(b) Date of election. The town commission shall conduct its election of mayor and vice-mayor at the regular meeting on the third Tuesday of March. If no regular meeting is held on the third Tuesday in March, the election shall be held at the first regular meeting after that date. Beginning in 2012, the town commission shall conduct its election of mayor and vice-mayor at the regular meeting on the third Tuesday of November. If no regular meeting is held on the third Tuesday in November, the election shall be held at the first regular meeting after that date.

(c) Consecutive terms. Any individual elected to the position of mayor and vice-mayor of the town commission shall not serve more than one full term (one year) without being reelected. The town commission may decide to elect new officers prior to the end of the one-year term.

(d) Vacancies. A vacancy in the office of mayor or vice-mayor shall require an election to fill the position. The vice-mayor shall not automatically fill the unexpired term and shall serve as interim mayor until the first opportunity to hold an election. (Ord. No. 255, § I, 3-16-1999; Ord. No. 283, 3-20-2001; Ord. No. 341, § 4, 1-31-2008)

Recommendation:

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

TOWN OF SEWALL'S POINT

Town Commission Meeting Minutes
September 22, 2025
6:00 p.m.

CALL TO ORDER

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

Pledge of Allegiance to the Flag

Mayor Kurzman led the assembly in the Pledge of Allegiance.

Roll Call

Present: Mayor Kurzman, Vice Mayor Barile, Commissioner Fender, Commissioner Mayfield, and Commissioner Tidikis.

PUBLIC COMMENT ON NON-AGENDA ITEMS

There was nothing heard under this item.

ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There was nothing heard under this item.

APPROVAL OF AGENDA

Mayor Kurzman requested that Consent Agenda item 1 c) be moved to New Business as item 4 a).

Commissioner Fender **moved** to approve the Agenda as amended with the addition of item 4 a) Debris Management. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by a roll call vote.

1. **CONSENT AGENDA**
    a. **Financials – August**
    b. **Building Report August 2025**
    c. ~~**Debris Management**~~ **(moved to 4a)**

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d. Preferred Governmental Insurance Trust Annual Renewal - Workers' Compensation & Property/Liability Auto Insurance

Commissioner Mayfield **moved** to approve the amended Consent Agenda. Commissioner Fender **seconded** the motion, which **passed unanimously** by a roll call vote.

2. PUBLIC HEARING – TRIM & BUDGET (Town Manager)

a. Roll Back Rate Announcement

The Town Manager introduced the item, stating that this resolution would be the final adoption of the Town millage rate, which the Commission tentatively accepted at the last meeting. The Town Manager read the required statutory language into the record: "The proposed millage rate of 3.27 mills is greater than the rolled-back rate of 3.0541 mills by 7.07%".

Vice Mayor Barile requested that the North Sewall's Point Road (NSPR) Resiliency project be moved up in the Capital Improvement Plan (CIP) from FY28 to FY27 or the end of FY26. He also requested that, pending the reception of the County's $150,000 allocation for the project, the Town move the County funds into a separate holding account.

The Town Manager and Finance Director clarified that the Commission had adopted the CIP resolution at a previous meeting but could amend it as the Commission desired as the future fiscal years were targets, not budgets. The Town Manager also clarified that the County's allocation of $150,000 was just an amount in the County's CIP document and not intended to be distributed to the Town.

Commissioner Tidikis clarified that the FY26 items in the CIP and budget is what will be adopted, while the future years are target numbers. The Town Manager agreed, adding that the fiscal year schedule was contingent upon the ability of grant funding.

Vice Mayor Barile **moved** to move the NSPR Resiliency capital project up one year earlier to FY27 in the CIP. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by a roll call vote.

Vice Mayor Barile requested that once the Town receives the $150,000 allocation for the NSPR capital project, the funds be moved into the Joint Capital Projects account.

The Town Manager clarified that the $150,000 was their contribution to the project, not funds they would provide directly to the Town. He stated that the County was starting with planning and design costs to raise the roadway, while the Town was focused on improving the drainage of the adjacent subdivisions. The Town Manager stated that grant funding for NSPR had expired due to inactivity, and he was unsure if the County would still contribute the $150,000 without the grant.

Commissioner Tidikis asked for clarification on the past conversations between the Town and the County. The Town Manager stated that the Town had last agreed with the County to use the

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FEMA grant towards planning and design costs, which could be used by the County to pursue DOT roadway grants and the Town to construct drainage improvements near the subdivisions. However, after six months FEMA did not commit in writing to extending the grant, and so the funding expired.

Commissioner Tidikis stated that he understood the original proposed County contribution to be $1.5 million. The Town Manager stated that in earlier conversations with the County the design costs and preliminary permitting were expected to be around $750,000, which caused an increase in the total funds required. Commissioner Tidikis stated in past conversations with the Town Manager, he was told that the NSPR project was originally forecasted to be $36 million over multiple years. He stated that he remembered the Assistant County Administrator committing $1.5 million in funding to the Town Manager, while their CIP allocated $150,000.

Commissioner Tidikis asked if the Commission intended to lobby the County Commission to include $1.5 million in their FY27 budget. The Town Manager stated that he was currently focused on finding resiliency grant funding for NSPR drainage improvements. Mayor Kurzman and Commissioner Mayfield stated that efforts to lobby the County have been futile and thus it is not a priority.

Mayor Kurzman stated that he believed the main issue to be unresponsiveness from the Town's County Commissioner.

Vice Mayor Barile stated that the Town should lobby for the $150,000 as it was unlikely for the County to contribute any greater amount. He reminded the Commission that the project at hand—improving retention areas and installing swales in the right-of-way—was scaled down from the original to get the County on board. Vice Mayor Barile stated that this fiscal year's allocation could be held and built upon until the project is set to begin.

Vice Mayor Barile **moved** to hold the County's $150,000 allocation for NSPR roadway improvements in the Joint Capital Improvements account, pending the reception of the funds. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by a roll call vote.

b. Resolution No. 994-25 – Adopt Final Millage Rate for FY 2025-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE TOWN OF SEWALL'S POINT FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

The Town Manager read the resolution title into the record.

Commissioner Fender **moved** to adopt Resolution No. 994-25. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by a roll call vote.

c. Resolution No. 995-25 - Adopt Final Operating Budget for FY 2025-2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE TOWN OF SEWALL'S POINT FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

The Town Manager read the resolution title into the record.

Commissioner Tidikis stated that the budget should be recast to account for the shortfall in the General Fund. He further stated that the Town should not use $176,000 in reserves to cover shortfalls in the Building Department budget.

The Finance Director stated that the budget was balanced and at that point the revenues were the best estimate possible. She clarified that the $176,000 of reserves were to cover salary adjustments and audit costs, but the Building Fund had the capacity to provide them.

Commissioner Tidikis stated that state law requires building funds to operate no greater than four times the total expenses of the Building Department. He further stated that if the building fund exceeds this cap, the municipality must reduce its permitting fees. Commissioner Tidikis indicated that by increasing the Building Department expenses for FY26, the Town could maintain its reserves and avoid decreasing fees. He stated that all residents are burdened by these costs, and thus the Town should lower them.

Commissioner Mayfield stated that it may be wise to wait before lowering permitting fees as trends in construction may change. She affirmed that the budget reflected the best numbers of how the Building Department operates, and thus it should be adopted.

The Town Building Official stated that he finds errors during permit inspections at least daily. Mayor Kurzman affirmed that building inspections were crucial to ensuring new installations and construction are up to code.

Commissioner Fender **moved** to adopt Resolution No. 995-25. Commissioner Mayfield **seconded** the motion, which **passed** by a roll call vote with Mayor Kurzman, Vice Mayor Barile, Commissioner Mayfield, and Commissioner Fender in favor and Commissioner Tidikis against.

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3. RESOLUTIONS

a. Resolution No. 993-25 - Florida City Week - October 20-26, 2025 (Town Manager)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 20-26, 2025 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

The Town Manager read the resolution title into the record.

Commissioner Mayfield **moved** to adopt Resolution No. 993-25. Commissioner Fender **seconded** the motion, which **passed unanimously** by a roll call vote.

b. Resolution No. 992-25 - Revolving Line of Credit (Town Manager)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA; AUTHORIZING THE TOWN TO OBTAIN A TAXABLE REVOLVING LINE OF CREDIT FROM SEACOAST NATIONAL BANK IN THE PRINCIPAL AMOUNT NOT TO EXCEED $4,000,000 TO PROVIDE WORKING CAPITAL FOR THE TOWN TO OFFSET CASH FLOW SHORTAGES DUE TO CONSTRUCTION PAYMENTS AND PAYMENTS TO THE TOWN'S ENGINEERS PENDING RECEIPT OF GRANT PROCEEDS; AWARDING THE LINE OF CREDIT TO SEACOAST NATIONAL BANK BY NEGOTIATED SALE; APPROVING A LOAN AGREEMENT BETWEEN THE TOWN AND SEACOAST NATIONAL BANK; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

The Town Manager read the resolution title into the record.

The Finance Director stated that the resolution provided for a $4 million line of credit to be used only for cashflow purposes given grant reimbursement delays. She stated that the interest rate was floating, not fixed, meaning it would change monthly within certain parameters.

Vice Mayor Barile asked if there were any direct costs involved, to which the Finance Director responded in the negative. The Town Manager stated that the Town had to compensate the bond counsel, which was about $5,000.

Commissioner Tidikis asked if the Town had solicited offers from banks other than Seacoast, to which the Finance Director responded in the negative. She stated that due to timing constraints, the Town opted to work with Seacoast, from which the Town had previously received loans. Commissioner Tidikis stated it would be prudent to survey other rates to find the best option.

The Town Manager stated that the staff were operating on a tight schedule after the Commission approved the solicitation, making it difficult to survey other lenders. He added that there would be no direct costs to shopping other rates.

The Finance Director stated that the terms would expire in December of 2026.

Mayor Kurzman asked if it would be feasible to get quotes from other banks. The Town Manager stated that delaying the process would require an alternative plan for cashflow in the interim. The Finance Director stated that commercial loan turnarounds are usually 30-45 days, adding that Seacoast worked expeditiously to return the offer in one week.

Commissioner Mayfield **moved** to adopt Resolution No. 992-25, approving a line of credit not to exceed $4,000,000 with SeaCoast Bank and authorizing the Mayor and Town Manager to sign loan documents. Commissioner Tidikis **seconded** the motion, which **passed unanimously** by a roll call vote.

4. NEW BUSINESS

a. Debris Management

The Town Manager stated that the Town had used a national portal and had posted an advertisement to solicit bids for the debris management RFP. He stated that they received two responses, only one of which was qualified—CAPTEC, Inc.

Commissioner Fender asked if the Commission could solicit previous contractors for past RFPs. The Town Manager stated that the contractor was a national outfit and uninterested in continuing service for a small account.

Commissioner Tidikis suggested that contractors may not bid because CAPTEC, Inc. handles so many Town projects. He further suggested that the Mayor, Vice Mayor, or another Commissioner observe the bid opening and reviewing to ensure it is a fair process following Town policy.

The Finance Director clarified that the Town had approved an extension with a previous contractor who then declined the offer, causing the Commission to accept the CAPTEC, Inc. bid.

Commissioner Tidikis asked if the FEMA grant covering the bid covered the project management and the debris removal, to which the Town Manager responded affirmatively.

The Assistant Town Attorney stated that this contract would be like previous ones. She stated that the Commission may choose to approve the contract themselves or allow the Town Manager to give approval.

Commissioner Tidikis asked if the $263,000 outlined in the RFP was a price ceiling. The Town Manager stated that the fee structure was based on the amount of debris collected. He stated that the RFP was based on a certain debris estimate, and the price would increase if the total

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collection exceeded the estimate.

Commissioner Mayfield **moved** to accept the bid from CAPTEC, Inc. for RFP #25-002. Commissioner Fender **seconded** the motion, which **passed unanimously** by a roll call vote.

DISCUSSION

a. STAFF COMMENTS

The Town Manager stated that he needs to maintain his law enforcement credentials as a reserve officer and requested to do so with the Town. Chief Ciechanowski stated that it is common practice for police departments to maintain the credentials of officials. She added that it can be helpful to have an experienced officer on hand during hurricanes or other emergencies. She stated that the Town Manager's background is an asset, and she appreciated his counsel. The Town Manager asked the Commission if there were any objections, and there were none.

b. COMMISSION COMMENTS

Commissioner Tidikis thanked the Town Manager for providing him with a copy of the stormwater maintenance policy and procedure. He asked if the septic-to-sewer survey had been issued to the remaining 366 homes. The Town Manager stated that it had been mailed and sent electronically to the residents. Commissioner Tidikis stated that he had spoken with the Town Attorney about the Giffels-Webster report, who assured it would be provided within the week. The Town Manager stated that the Town was working to comply with the public records request, and he looked forward to seeing the report.

ADJOURN

There being no further business, the meeting adjourned at 6:20 p.m.

APPROVED:

_____
Mayor Dave Kurzman, Presiding Officer

ATTEST:

_____
Maria Pierce, Acting Town Clerk/Finance Director

Minutes approved at the meeting of: _____

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TOWN OF SEWALL'S POINT

Regular Town Commission Meeting Minutes
October 14, 2025
6:00 p.m.

CALL TO ORDER

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

Pledge of Allegiance to the Flag

Mayor Kurzman led the assembly in the Pledge of Allegiance.

Roll Call

Present: Mayor Kurzman, Vice Mayor Barile, Commissioner Mayfield, and Commissioner Tidikis.

Commissioner Fender was present by phone.

ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were no additions, deletions or changes to the agenda.

APPROVAL OF AGENDA

Commissioner Tidikis requested that item 1 b) on the Consent Agenda be pulled for discussion.

Commissioner Mayfield **moved** to approve the Agenda with Consent Agenda item 1 b) pulled for discussion. Commissioner Fender **seconded** the motion, which **passed unanimously** by a roll call vote.

1. **APPROVAL OF CONSENT AGENDA**
    a. **Minutes – September 11, 2025, Special Meeting**
    b. **~~Minutes – September 11, 2025, Regular Meeting~~ (pulled)**
    c. **Building Report – September 2025**
    d. **2026 Commission Meeting Schedule**
    e. **Approval of Temporary Worker – Public Works Position - Manpower**

Commissioner Mayfield **moved** to approve the Consent Agenda as amended. Vice Mayor Barile **seconded** the motion, which **passed unanimously** by a roll call vote.

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b. Minutes – September 11, 2025, Regular Meeting

Commissioner Tidikis requested that the September 11th minutes be amended to reflect his sentiments as follows: Page 15, "I also pointed out that Commissioner Fender's email as of September 11th, was telegraphing how he intended to vote and that also could be an ethics issue." Page 16, Under Mandalay drainage improvements after the first paragraph, "I asked CAPTEC to pick up the overage since they did the design and the design was flawed".

Vice Mayor Barile **moved** to approve the minutes with the proposed changes. Commissioner Tidikis **seconded** the motion, which **passed** by a roll call vote with Mayor Kurzman, Vice Mayor Barile, Commissioner Mayfield, and Commissioner Tidikis in favor and Commissioner Fender against.

PROCLAMATIONS AND PRESENTATIONS

Lifesaving Commendation for Officer Allan Andrade

Chief Ciechanowski recognized Officer Allan Andrade for administering CPR on his soccer coach, who suffered a cardiac episode. She commended his quick-thinking, selflessness, and professionalism off duty.

Officer Andrade thanked Chief Ciechanowski and his fellow officers for providing him with the training to manage the event. He expressed gratitude to the Town Commission and residents for being such a supportive community.

Mayor Kurzman thanked Aubrey Grace, a Sewall's Point resident and Community Outreach Director with Visiting Angels, for providing refreshments for the meeting.

PUBLIC COMMENT ON NON-AGENDA ITEMS

There was nothing heard under this item.

2. PUBLIC HEARING – ORDINANCE – SECOND READING

a. Ordinance No. 475-25 – Driveway Drainage

AN ORDINANCE OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 52, ARTICLE II, SECTIONS 52-23, 52-24, AND 52-29 CREATING REGULATIONS FOR THE INSTALLATION OF DRIVEWAYS TO INCLUDE DRAINAGE TRENCHES AND WATER RUNOFF CONTROL; PROVIDING FOR DEFINITIONS, DESIGN STANDARDS, AND ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Town Attorney read the Ordinance into the record.

Mayor Kurzman called for any public comments on the item.

Scott Craft, 4 Delano Lane, expressed concern that the ordinance did not consider grade when mandating drainage boxes on driveways. He recommended that the ordinance include an exemption for driveways that do not negatively impact their surroundings through flooding. He also expressed support for the Police personnel and the proposed Police Department remodel.

The Town Attorney stated that the ordinance included language about pitch and drainage direction, requiring the driveway be grated to direct water into the trenches. He stated that the ordinance could include a stipulation concerning requirements for driveways of a certain slope.

The Town Manager stated the intent of the ordinance was to deal with the slope of the driveway.

Commissioner Fender asked if the ordinance makes exceptions for driveways that are permeable, to which both Commissioner Mayfield and Commissioner Tidikis responded affirmatively.

The Attorney recommended the ordinance be postponed to the next meeting and bringing it back with language that specifies the degree of the slope required.

Vice Mayor Barile suggested that the ordinance be tabled until the next meeting to allow for more time to read through and understand it.

Commissioner Fender **moved** to table the approval of Ordinance No. 475-25. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by a roll call vote.

3. PUBLIC HEARING – ORDINANCE – FIRST READING

a. Ordinance No. 474-25 – BZA Appeal Process

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, PERTAINING TO CHAPTER 82, ZONING, ARTICLE II, ADMINISTRATION, AMENDING DIVISION 3, BOARD OF ZONING ADJUSTMENT, BY REPEALING SUBDIVISION II, ADMINISTRATIVE REVIEW, AND AMENDING DIVISION 1, GENERALLY, BY ADDING SECTION 82-32, APPEALS OF ADMINISTRATIVE DECISIONS, AND AMENDING DIVISION 4, ADMINISTRATIVE VARIANCES FOR SETBACKS, REGARDING ADMINISTRATIVE PROCEDURES AND APPEALS OF ADMINISTRATIVE DECISIONS; PROVIDING FOR APPLICABILITY, ENFORCEMENT, AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

The Town Attorney read the Ordinance into the record.

Mayor Kurzman called for any public comments.

Ronnie Piccolo, Lucindia Dr, requested that the Ordinance include language requiring resident participation in the appeals process.

Vice Mayor Barile asked why the Commission was adopting a new ordinance instead of

amending the current ordinance for BZA appeals. The Town Manager stated that the current Ordinance, 82-101, does not account for the Town Manager, creating complications for the chairperson of the BZA. He clarified that this ordinance would apply to BZA hearings that appeal decisions from the Building Department, not variance requests.

Vice Mayor Barile expressed concern that the ordinance placed too much power in the hands of the Town Manager. He further expressed concerns about the fee and the process.

The Town Manager stated that under Ordinance 82-101, the chairperson of the BZA, who is a volunteer, has an undue burden to schedule and facilitate meetings. He stated that the appeals process required certain legal proceedings which were out of the chairperson's purview.

Commissioner Mayfield expressed support for placing the BZA administrative work under Town staff. She clarified that there is the appeal of the Building Officials decision and the appeal of the BZA decision of a variance, two separate things. She stated that the Special Magistrate offered an objective avenue for residents to appeal.

Commissioner Fender inquired about the difference between a variance and a waiver. The Town Attorney stated that an administrative waiver was easier to obtain and was issued by the Building Official, whereas a variance was more difficult because variances are granted through a formal process with the BZA. The Town Manager clarified that with regards to Ordinance No. 474-25, this appeal process does not deal with a normal variance that the BZA issues, it is dealing with a decision that was made by the Building Department or Official, which can have a financial impact on the Town. The Town Attorney explained the difference between a variance versus the administrator waiver that that Building Official made a decision on. Commissioner Fender stated that he was in favor of staff performing scheduling duties.

Commissioner Tidikis stated that the Town Manager did not seek guidance from the Town Commission before instructing the Town Attorney to write the ordinance. He said a resolution was passed to require agenda submissions to include the name of the submitter, and he would like to see this process reinstated. He added that in the future, he would like to see the current ordinance along with the proposed ordinance. He stated that the ordinance repealed citizen involvement by replacing a citizen board, the BZA, with a single individual, the Special Magistrate. He spoke about his historical service on the BZA and language in the current code regarding scheduling of meetings. Commissioner Tidikis stated that the deadline to file an appeal should be 30 days after a written decision is issued, not 30 days after the hearing. He indicated increasing the filing fee from $750 to $2,000 would deter residents from appealing and asked about language regarding the fee return of $500 if the appellant was successful.

Commissioner Fender stated that he agreed with most of Commissioner Tidikis' statement. He suggested that the ordinance should use "variance or waiver". He also added that it was sensible to hear BZA appeals at a higher body, like the Special Magistrate, but was cautious of limiting resident involvement.

Commissioner Mayfield stated that the ordinance should use "waiver" rather than "variance" as waivers were issued by the Building Department and the variance is from the BZA. She added

that she prefers staff to bring these matters forward so that the Commission can modify. She stated costs had increased since the original filing fee was implemented, so raising it to $2,000 seemed appropriate along with a refund. She added that she wanted to think about Commissioner Tidikis' remarks further. Mayor Kurzman stated that the appeal that precipitated the ordinance was disorganized and costly for both the Town and the residents.

Commissioner Tidikis stated that Section 82-141 gave the Building Official the authority to issue variations for incursions into setbacks. He stated there was no need to change the language. Commissioner Tidikis stated that there were outstanding conflicts in the Town code raised by Commissioners that should be taken care of before the ordinance at hand. He mentioned that Commissioner Barile had requested clarification in the code regarding fill and elevated structures. He suggested that the ordinance be tabled.

The Town Manager stated that those issues were addressed in this dais particularly regarding fill and pilings. He added that this ordinance addresses a current problem in the Town's code. He stated that it is the decision of the Commissioners to address the matter or not. He commented that the wording of the ordinance was a legal issue. He stated it was his responsibility to bring forth conflicts in Town code to the Commission for guidance.

Commissioner Mayfield expressed support for the Town Staff's ability to raise conflicts to the Commission. She stated that the ordinance should be tabled until the Building Official was present.

Vice Mayor Barile recommended the Town Manager bring issues for discussion before instructing the Town Attorney to draft an ordinance. Mayor Kurzman and Commissioner Mayfield indicated that the first reading was the opportunity for the Town Commission to discuss the matter and provide guidance.

Commissioner Mayfield **moved** to table Ordinance No. 474-25 until the next meeting. Vice Mayor Barile **seconded** the motion, which **passed unanimously** by a roll call vote.

4. OLD BUSINESS

a. Optical Speed Bars

The Town Manager introduced the item, stating that the Town Commission had previously approved implementing optical speed bars to mitigate speeding on South Sewall's Point Road (SSPR). He stated that residents had indicated their opposition to speed mitigation strategies, including the lines. The Town Manager requested further guidance from the Town Commission.

Mayor Kurzman stated that he had spoken with residents who lived on SSPR, who disapproved of the speed bars.

Commissioner Mayfield **moved** to rescind the previous motion approving optical speed bars. Commissioner Fender **seconded** the motion.

Commissioner Tidikis read the February 11 and February 25, 2025Town Commission meetings

minutes reflecting the approval of optical speed bars. He requested Mayor Kurzman indicate with which residents he had spoken.

Mayor Kurzman provided names and locations of residents of SSPR who disapproved of the optical lines. He stated that the resounding belief among residents was that the speed bars would be unsightly and ineffective.

Commissioner Fender suggested the Town Commission hear from residents in favor of the optical lines before taking further action. Mayor Kurzman stated that he had not heard from anyone in favor of the optical speed bars.

There being no further discussion, the motion **passed unanimously** by a roll call vote.

b. Septic to Sewer Conversion

The Town Engineer, Joe Capra, introduced the item. He presented an overview of the status of the Town's Septic to Sewer initiative, which had just begun its second part in South Sewall's Point. The Town Engineer explained that the first part of the project served 169 connections from Ocean Boulevard/A1A to Pineapple Lane, of which 35 were complete and 17 in progress. He stated that 171 connections will be constructed between Pineapple Lane to Highpoint, including Island Road and the Archipelago subdivision, by May 2026.

The Town Engineer stated that the 340 total connections were served by low pressure force mains, small lines under the road that connect properties to grinder stations. He affirmed that the Town was not pursuing mandatory special assessments nor mandatory hookup, except for septic tank and drain field failure, which the Department of Health would require a resident to hookup. The Town Engineer explained that the project was covered by an $8.4 million grant from DEP. He stated that Martin County Utilities (MCU) connected residents for $8-12,000, with discounts for early hookup, per the grant's matching provision.

The Town Engineer presented maps of resident interest from a 2022 poll and results from the Part 3 Septic to Sewer Residential Area survey. He also explained that the report for Septic to Sewer he previously provided was written by CAPTEC, Inc. with assistance from Giffels Webster.

The Town Engineer stated that the remaining $6.4 million of federal grant funding must be spent by June 2026, leaving the Town with limited time to complete further projects. He explained that while the funding could cover an extension of the grinder system, MCU policy restricts the number of grinder systems within a community. That would only allow the more costly vacuum or gravity systems, which may require mandatory hookup to fund. The Town Engineer stated that a gravity system for the remaining connections needed would require $15.9 million in funding, leading to a $21,000 hookup cost for residents.

The Town Engineer provided options to the Commission for completing the remaining 366 sewer connections. First, the Town could construct a grinder system by convincing the Martin County Commissioners and MCU, which would require significant resident input. Second, the Town could install a lift station in the Rio Vista subdivision, which would serve 76 connections with an

estimated resident hookup cost of $14,000. Last, the Town could return the money to the federal government.

Mayor Kurzman reaffirmed the Town's commitment to avoiding mandatory hookup, which precludes the use of a gravity or vacuum system. He stated that it was unfair to impose such an excessive cost on residents, which may be burdensome. Mayor Kurzman suggested the Town let residents vote on the sewer system and hookup policy.

Mayor Kurzman called for public comments.

Charles Geary, 10 Riverview Drive, stated that he had a failing septic tank and was eager to connect to a sewer under Phase 3. He requested a timeframe and action from the Commission on the project.

Mayor Kurzman affirmed that there was high interest in sewer connections on Riverview Drive as it was a low-lying area. The Town Engineer provided certain details regarding potential sewer connections in the Riverview Drive area. Mayor Kurzman expressed support for pursuing a gravity system for the area if there was complete resident support.

Diane Kimes, 2 Riverview Drive, stated that the flooding in the area had worsened and posed a sanitary risk to residents. She urged the Commission to act urgently and support mandatory hookup to protect residents and the waterways.

Ronnie Piccolo, Lucindia Drive, recommended the Town return the grant funding due to lack of resident support and tenable options. She expressed that she did not believe MCU would allow another grinder system, leaving residents with a costly gravity or vacuum system.

Bonnie Flint, 6 Palmetto Drive, requested the Commission postpone further action until the data had been tabulated from the most recent resident survey. She stated that it would be inequitable to assess residents of Phase 3 after offering reduced hookup fees for Phases 1 and 2.

Commissioner Tidikis confirmed with the Town Engineer that the assessment would be $21,655.90 for a gravity or vacuum system and $14,000 for the second recommendation in Rio Vista. The Town Engineer clarified that the fees were slightly variable. Commissioner Tidikis inquired about MCU's hookup requirement for gravity or vacuum systems and state law requiring hookup after 12 months of availability. The Town Engineer stated that MCU had indicated it would not mandate connections and the state law allowed MCU to exempt mandatory hookups.

Commissioner Tidikis remarked that the participation rate from Phase 1 of Septic to Sewer was low, as was the participation in North Sewall's Point. The Town Engineer stated that MCU thought resident participation to be impressive, as hookup usually takes many years. Commissioner Tidikis encouraged Mr. Geary to install an advanced treatment unit.

Vice Mayor Barile stated that when the Town began the North Sewall's Point Road phase of Septic to Sewer, the MCU policy was to not mandate hookup except if a septic tank failed and connection was available. He affirmed that this policy has continued for the Phases 1-3 in South

Sewall's Point. Commissioner Tidikis provided historical information regarding mandatory hookups.

Commissioner Mayfield reaffirmed her support for the Septic to Sewer project. She commended the Town Engineer, Commission, and staff for the progress made with Phases 1 and 2. Commissioner Mayfield expressed support for the first recommendation and suggested the Commission and residents press the County Commissioners to allow grinders. She stated that the County Commissioner for Sewall's Point was very supportive of sewers and would likely agree to a special assessment for a gravity or vacuum system. She stated that she could support a reasonably priced mandatory special assessment to further the project, although the proposed $21,000 was too high. She expressed support for the Rio Vista recommendation, stating that she did not want to return the grant funding. Commissioner Mayfield stated the participation rate in North Sewall's Point could reflect residents waiting to connect until their septic tanks failed. She suggested that the Town Engineer reexamine the financials of the second recommendation to see if the assessment could be lowered.

Ronnie Piccolo, Lucindia Drive, stated that the Town brought the complexities of sewer conversion upon itself by seeking to work with MCU.

Mayor Kurzman stated that there were residents who needed sewers due to flooding and proximity to the waterways, and it would be unfair to deprive them of that service.

Mayor Kurzman inquired as to the legality of mandating residents pump their septic tanks biannually, instructing the Town Attorney to investigate. Vice Mayor Barile stated that the Town had explored the possibility of requiring septic tank pumping, but the residents had turned it down. Ms. Piccolo stated that there had been a similar state law in the past, but it was overturned. Mayor Kurzman shared an example of a resident whose septic tank had been poorly maintained and leaking into the waterways.

Commissioner Tidikis referred to the Giffels Webster report Option 6 which recommended gravity system with repairs and with peninsulas and islands that are difficult to serve with gravity, an LPS system was recommended. He stated that the vulnerable, low-lying areas had been addressed by Phases 1 and 2 of Septic to Sewer. He stated that the remaining 366 homes were in higher elevations and thus did not require mandatory hookup. He expressed his opposition to imposing a mandatory special assessment for Phase 3.

The Town Manager stated that flooding due to rain and king tides had exceeded areas serviced by grinders. He stated that it was the Town's responsibility to protect their environment and ensure septic tanks in vulnerable areas are not contaminating the waterways or aquifer. The Town Manager also suggested that residents could commit to mandatory hookup when they transfer the deed of their property, assuming the Town could find supplementary funding for a gravity or vacuum system.

Mayor Kurzman stated that properties on River Road and South Sewall's Point Road were underwater, contaminating the environment and waterways with septic residue. He reaffirmed his support for mandatory septic tank pumping if possible. He asked if Riverview Drive, Palm

Road, and Kingston Court could be prioritized in the next phase, even with grinders.

The Town Engineer stated that he believed MCU would not allow more grinders, despite the Commissioner's request. Mayor Kurzman suggested the Town prioritize sewer connections for these streets over areas with greater elevation.

Commissioner Tidikis suggested the Town invest its grant funding into advanced treatment units for residents.

The Town Manager reminded the Commissioners that they had already signed a contract with Sunshine Land Design Inc for the next phase of construction. He raised the possibility of declaring a state of emergency to encourage the County to support the project.

Mayor Kurzman suggested the Commissioners speak to the County Commissioners and legislative delegation at a future meeting.

5. NEW BUSINESS

a. Legislative Agenda 2026

The Town Manager stated the Town would seek a $750,000 appropriation for the South Sewall's Point Resiliency project, particularly for Phase 2. He stated that the agenda also addressed proposed changes to ad valorem taxes and maintaining a grandfather clause regulating vacation rentals.

There being no further discussion, Commissioner Mayfield **moved** to adopt the 2026 Legislative Agenda. Vice Mayor Barile **seconded** the motion, which **passed unanimously** by a roll call vote.

DISCUSSION

a. STAFF COMMENTS

The Town Manager reminded the Commissioner that the Legislative Delegation was holding a meeting on October 21st, with the Mayor and Town Manager in attendance.

b. COMMISSION COMMENTS

Commissioner Mayfield shared that she had received inquiries about opening the South Sewall's Point detour in portions that appeared completed. The Town Engineer stated that the section from Ridgeland Road to Ridgeview Road could possibly open soon. He stated that there were outstanding tasks remaining, so keeping it closed would be ideal.

Vice Mayor Barile requested an update on outstanding grant reimbursements. The Town Finance Director stated that they had received funding from the $2 million DEP grant but were still waiting on money from the HMGP grant.

Commissioner Tidikis stated that he had received positive feedback from residents on speeding and police mitigation. He inquired if the Town could recover its lost interest due to using reserve capital from the grant agencies. The Town Finance Director stated that she had not seen any relevant language in the contracts. Commissioner Tidikis requested a copy of the grant contracts.

Commissioner Tidikis asked if the Town could use the remaining portion of the $8.4 million DEP grant to incentivize advanced treatment units. The Town Manager stated he would investigate the idea but was unsure if residents would adequately maintain the units. Commissioner Tidikis stated that residents were required by the state to have regular maintenance contracts and routine inspections of the units. The Town Manager asked it were a consensus of the Commissioners that he investigate the matter to which Mayor Kurzman replied “yes,” and Commissioner Mayfield replied “yes” if the cost is reasonable.

Aubrey Grace, resident and Community Relations with Visiting Angels, shared that she brought refreshments for the Commission. The Commissioners thanked her for her generosity.

ADJOURN

There being no further business, the meeting adjourned at 9:00 p.m.

APPROVED:

_____
Mayor Dave Kurzman, Presiding Officer

ATTEST:

_____
Maria Pierce, Acting Town Clerk/Finance Director

Minutes approved at the meeting of: _____

DRAFT

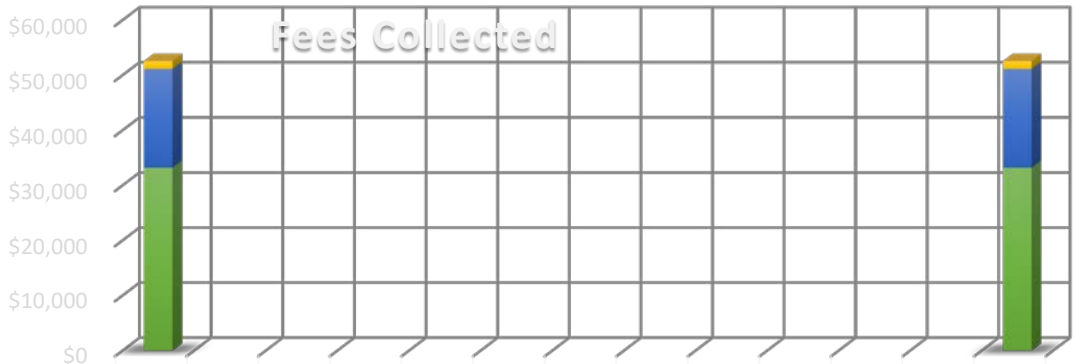
TOWN OF SEWALL'S POINT

TO: **Town Commission**

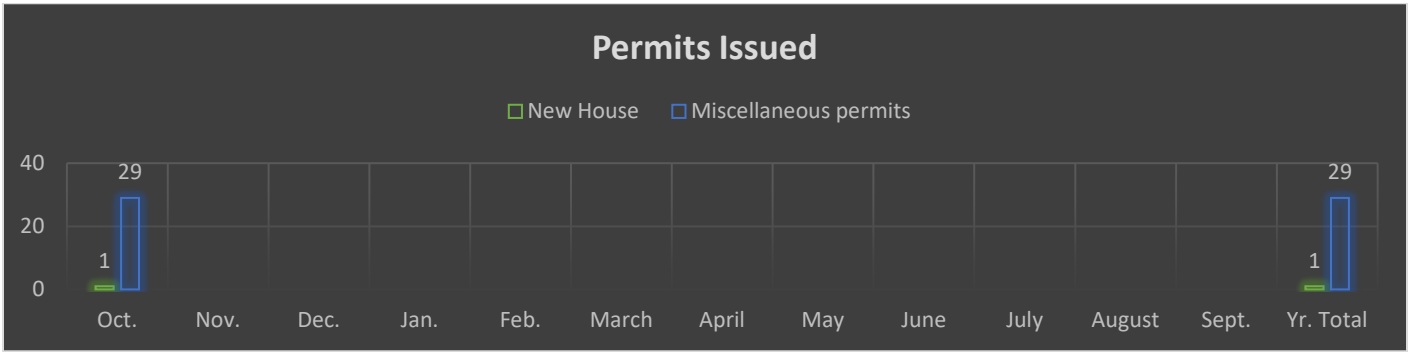
FROM: **Jack Reisinger, Building Official through Robert Daniels, Town Manager**

SUBJECT: **2025-2026 Building Permitting Report**

Regular Commission Meeting of November 18, 2025



Technology Fees Collected	$1,452												1,452
Road Improvement Fees Collected	17,905												17,905
Permit Fees Collected	$33,233												33,233



Building Department Budget for 2025-2026

- Building Permit Fees: $430,000 of which $33,233 has been collected for the fiscal year to date.
- Road Improvement Fees: $150,000 of which $ 17,905 has been collected for the fiscal year to date.

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

TOWN OF SEWALL'S POINT

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

FROM: **Maria Pierce, Finance Director**

SUBJECT: **September 2025 Financial Statements**

DATE: **Regular Commission Meeting – November 18, 2025**

Attached are the monthly financial statements for September 2025. These statements remain unaudited and will be presented once again after the completion of the audit. The Town has currently completed 100% of the fiscal year. The monthly financials are broken out by three funds, General Fund, Building Fund, & the Capital Fund.

Balance Sheet

The two columns shown on the Balance Sheet contain the ending balances for the fiscal year 2024 (first column) and the ending balances for fiscal year 2025 as of September 2025. The consolidated cash balance through September 2025 is $2,299,882.07. The investment account balance as of September 2025 is $720,601.51. The net revenue (not cash balance) by fund for the current fiscal year through September 2025 is:

Fund	Net Revenue
General Fund	$910,562.79
Building Fund	-41,249.45
Capital Projects	-3,447,779.96
Total	-$2,578,466.62

The Town approved a "loan" from the General Fund to the Capital Fund for $2,500,000 to assist with cash flow shortages due to the construction of capital projects and a delay in grant reimbursements. This is the reason for the decrease in the Town's investment account balance. The negative net revenue in the Capital Fund is due to the delay in grant reimbursements from HMGP for construction expenses paid. The Building Department was budgeted to utilize reserves, and a budget amendment has been requested to utilize additional reserves for FY25.

Revenue and Expenditure Report

The columns on the Revenue and Expenditure Statements are the 2025 Adopted Budget, the YTD revenue and expenditures, the variance of actual to budget and the percent of budget used through September 2025.

General Fund

Total revenue collected in the General Fund through September 2025 was $4,554,923. The General Fund did receive a one-time payment of $377,408 due to a settlement regarding a code violation. Ad-

Valorem taxes received have exceeded the budgeted amount, keeping in mind the Town is only allowed to budget 95% of Ad-Valorem taxes that have been approved for collection. Looking at the total revenues received excluding the one-time payment and the budgeted Ad Valorem Taxes, revenues came in at 105% of the budgeted amount for the fiscal year.

The amount of the budgeted funds used in the General Fund through September 2025 is $3,644,360. This amount reflects four quarterly payments for the fire services contract with the City of Stuart for the total of $763,061. The Town also has made bi-annual debt service payments totaling $150,779.99 and has transferred $385,349 of millage to the Capital fund for Capital Projects. The Town has also reclassified the $2,500,000 from a transfer to a loan to the Capital Fund to assist with cash flow purposes which was approved by the Commission in April 2025 and in September 2025. When removing those figures for a more accurate representation of day-to-day operational costs and budget status, the Town has used $2,345,170 or 85% of the budgeted expenditures for the fiscal year.

As a reminder, in the General Fund expenditures, there are general ledger numbers that end with "H24". These are expenses that were associated with Hurricane Milton and that the Town is still currently waiting on reimbursements from FEMA.

Building Fund

Total revenue collected in the Building Fund through September 2025 was $424,209, which is 96% of the budgeted revenue from permits and fees.

Total operation expenditures for this fund through September 2025 are $465,459, or 100.4% of the budgeted expenditures. The Town did classify a portion of the audit fees to the building department this year and liability insurance.

Capital Fund

As of September 2025, revenue received in the Capital Fund was $4,336,681. The Town has received a total of $3,429,953 in grant reimbursements to date. The Town still has not received reimbursements from HMGP. Looking at the total revenues received excluding the budgeted grant reimbursements and the transfers from the General Fund, total revenues received are $521,379.

Expenditures as of September 2025 are $7,784,461 which is 32% of the current budgeted expenditures. As of October 31st (construction through September 30th), the Town has paid $6,211,413 for the construction and CEI services of South Sewall's Point Road Phase 3 Resiliency project.

Recommendation:

Staff recommends approval.

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 09/30/2025

Fund 001 GENERAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
001-000-101.501	SEACOAST OPERATING 6501	263,301.58	754,066.80
001-000-101.771	SEACOAST SWEEP 6771	529,451.64	529,451.64
CASH		792,753.22	1,283,518.44
INVESTMENTS			
001-000-104.000	FL STATE 272201 LGIP	2,724,436.12	709,078.36
001-000-104.001	FL STATE 272202 LGIP	11,008.20	11,523.15
INVESTMENTS		2,735,444.32	720,601.51
ACCOUNTS RECEIVABLE			
001-000-115.000	ACCOUNTS RECEIVABLE	13,050.00	13,050.00
001-000-115.006	ACCRUED RECEIVABLE - FPL	45,314.24	45,314.24
001-000-132.900.GFL	LOAN TO CAPITAL FUND	0.00	2,500,000.00
ACCOUNTS RECEIVABLE		58,364.24	2,558,364.24
DUE FROM OTHER GOVT			
001-000-133.000	INTERGOVERNMENT REVENUE REC	58,881.78	25,278.14
DUE FROM OTHER GOVT		58,881.78	25,278.14
PREPAID ITEMS			
PREPAID ITEMS		0.00	0.00
FIXED ASSETS			
FIXED ASSETS		0.00	0.00
Total Assets		3,645,443.56	4,587,762.33
*** Liabilities ***			
ACCOUNTS PAYABLE			
001-000-202.000	ACCOUNTS PAYABLE	22,781.12	46,252.25
001-000-208.001	STATE FEES PAYABLE	23,614.62	24,142.64
001-000-217.000	PAYROLL LIABILITIES	46,859.76	46,859.76
001-000-217.221	ACCRUED RETIREMENT PLAN EXPS	4,437.91	0.00
001-000-217.223	RETIREMENT PLAN LOAN REPAYMENTS	1,500.00	0.00
001-000-217.230	BLUE CROSS BLUE SHIELD	0.00	12,371.55
001-000-217.232	AFLAC	0.00	207.35
001-000-217.240	UNION DUES	50.00	0.00
001-000-223.000	DEFERRED REVENUE	0.00	1,165.84
ACCOUNTS PAYABLE		99,243.41	130,999.39
ACCRUED LIABILITIES			
ACCRUED LIABILITIES		0.00	0.00
Unclassified			
Unclassified		0.00	0.00
Total Liabilities		99,243.41	130,999.39
*** Fund Balance ***			

Fund 001 GENERAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Fund Balance ***			
Unclassified			
001-000-283.000	DISASTER RESERVE	1,000,000.00	1,000,000.00
001-000-283.001	OPERATING RESERVE	500,000.00	500,000.00
001-000-283.002	RESTRICTED - FIRE SERVICES	400,000.00	400,000.00
001-000-284.000	OPERATING FUND UNRESTRICTED	1,646,200.15	1,646,200.15
Unclassified		3,546,200.15	3,546,200.15
Total Fund Balance		3,546,200.15	3,546,200.15
Beginning Fund Balance			3,546,200.15
Net of Revenues VS Expenditures			910,562.79
Ending Fund Balance			4,456,762.94
Total Liabilities And Fund Balance			4,587,762.33

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 09/30/2025

Fund 101 BUILDING PERMIT FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
101-000-101.501	SEACOAST OPERATING 6501	116,379.69	72,827.28
101-000-101.771	SEACOAST SWEEP 6771	436,651.53	436,651.53
CASH		553,031.22	509,478.81
Total Assets		553,031.22	509,478.81
*** Liabilities ***			
ACCOUNTS PAYABLE			
101-000-202.000	ACCOUNTS PAYABLE	2,229.29	(73.67)
101-000-217.000	PAYROLL LIABILITIES	13,866.47	13,866.47
ACCOUNTS PAYABLE		16,095.76	13,792.80
ACCRUED LIABILITIES			
ACCRUED LIABILITIES		0.00	0.00
Total Liabilities		16,095.76	13,792.80
*** Fund Balance ***			
Unclassified			
101-000-281.000	FUND BALANCE - RESTRICTED	536,935.46	536,935.46
Unclassified		536,935.46	536,935.46
Total Fund Balance		536,935.46	536,935.46
Beginning Fund Balance			536,935.46
Net of Revenues VS Expenditures			(41,249.45)
Ending Fund Balance			495,686.01
Total Liabilities And Fund Balance			509,478.81

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 09/30/2025

Fund 301 CAPITAL PROJECTS

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
301-000-101.501	SEACOAST OPERATING 6501	460,308.11	506,884.82
CASH		460,308.11	506,884.82
INVESTMENTS			
301-000-104.000	FL STATE 272201 LGIP	1,311,759.79	0.00
INVESTMENTS		1,311,759.79	0.00
DUE FROM OTHER GOVT			
301-000-133.000	INTERGOVERNMENT REVENUE REC	271,158.92	2,053,919.17
DUE FROM OTHER GOVT		271,158.92	2,053,919.17
Total Assets		2,043,226.82	2,560,803.99
*** Liabilities ***			
ACCOUNTS PAYABLE			
301-000-202.000	ACCOUNTS PAYABLE	99,174.93	1,498,349.18
301-000-203.900.GFL	DEBT TO GENERAL FUND	0.00	2,500,000.00
ACCOUNTS PAYABLE		99,174.93	3,998,349.18
ACCRUED LIABILITIES			
301-000-202.002.103	RETAINAGE PAYABLE	0.00	188,633.33
301-000-202.002.HM3	RETAINAGE PAYABLE	0.00	123,228.55
ACCRUED LIABILITIES		0.00	311,861.88
Unclassified			
301-000-229.000	UNAVAILABLE REVENUE	245,679.00	0.00
Unclassified		245,679.00	0.00
Total Liabilities		344,853.93	4,310,211.06
*** Fund Balance ***			
Unclassified			
301-000-281.000	FUND BALANCE - RESTRICTED	1,698,372.89	1,698,372.89
Unclassified		1,698,372.89	1,698,372.89
Total Fund Balance		1,698,372.89	1,698,372.89
Beginning Fund Balance			1,698,372.89
Net of Revenues VS Expenditures			(3,447,779.96)
Ending Fund Balance			(1,749,407.07)
Total Liabilities And Fund Balance			2,560,803.99

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 001 - GENERAL FUND					
Revenues					
Dept 000 - RESERVES					
TAXES					
001-000-311.000	AD VALOREM TAXES	3,150,233.00	3,190,674.12	(40,441.12)	101.28
001-000-315.000	COMMUNICATIONS SERVICES TAX	50,000.00	47,140.80	2,859.20	94.28
001-000-316.000	LOCAL BUSINESS TAX	1,500.00	2,487.19	(987.19)	165.81
TAXES		3,201,733.00	3,240,302.11	(38,569.11)	101.20
FRANCHISE FEE					
001-000-323.100	ELECTRIC FRANCHISE FEES	200,000.00	231,870.90	(31,870.90)	115.94
FRANCHISE FEE		200,000.00	231,870.90	(31,870.90)	115.94
BUILDING PERMITS AND FEES					
001-000-329.001	PLANNING & ZONING FEES	5,000.00	2,850.00	2,150.00	57.00
BUILDING PERMITS AND FEES		5,000.00	2,850.00	2,150.00	57.00
INTERGOVERNMENTAL					
001-000-335.120	STATE REVENUE SHARING	86,471.00	81,820.59	4,650.41	94.62
001-000-335.150	STATE REVENUE SHARING - ALCOHOLIC BE	1,500.00	1,272.54	227.46	84.84
001-000-335.180	SALES TAX	293,139.00	263,145.75	29,993.25	89.77
001-000-335.190	DISCRETIONARY SALES TAX (RESTRICTED)	0.00	155,963.99	(155,963.99)	100.00
INTERGOVERNMENTAL		381,110.00	502,202.87	(121,092.87)	131.77
FINES					
001-000-351.500	TRAFFIC FINES	10,000.00	15,389.59	(5,389.59)	153.90
001-000-351.501	POLICE EDUCATION - TRAFFIC FINES	1,200.00	2,676.93	(1,476.93)	223.08
001-000-351.901	CODE ENFORCEMENT VIOLATIONS	2,500.00	416,018.49	(413,518.49)	16,640.74
001-000-354.000	FINES-LOCAL ORDINANCE VIOLATIONS TR	1,000.00	1,000.00	0.00	100.00
FINES		14,700.00	435,085.01	(420,385.01)	2,959.76
MISCELLANEOUS					
001-000-361.100	INTEREST	50,000.00	125,377.86	(75,377.86)	250.76
001-000-366.003	CONTRIBUTIONS - TOWN EVENTS	0.00	2,500.00	(2,500.00)	100.00
001-000-367.000	TOWN LICENSES	7,000.00	8,431.40	(1,431.40)	120.45
001-000-369.900	MISCELLANEOUS REVENUE	2,000.00	1,763.19	236.81	88.16
001-000-369.901	MISCELLANEOUS REVENUE POLICE	0.00	500.00	(500.00)	100.00
001-000-369.902	MISC REVENUE - PARK	1,200.00	4,039.85	(2,839.85)	336.65
MISCELLANEOUS		60,200.00	142,612.30	(82,412.30)	236.90
TRANSFERS					
001-000-381.000	RESERVE UTILIZATION	2,690,928.00	0.00	2,690,928.00	0.00
TRANSFERS		2,690,928.00	0.00	2,690,928.00	0.00
Total Dept 000 - RESERVES		6,553,671.00	4,554,923.19	1,998,747.81	69.50
TOTAL REVENUES		6,553,671.00	4,554,923.19	1,998,747.81	69.50
Expenditures					
Dept 512 - EXECUTIVE					
PAYROLL					
001-512-512.000	SALARIES & WAGES	79,320.00	81,212.18	(1,892.18)	102.39
001-512-521.000	FICA	6,068.00	5,596.15	471.85	92.22
001-512-522.000	RETIREMENT	11,898.00	11,308.69	589.31	95.05
001-512-523.000	HEALTH INSURANCE	18,897.00	18,274.36	622.64	96.71
001-512-523.003	LIFE & DISABILITY INSURANCE	600.00	519.45	80.55	86.58
PAYROLL		116,783.00	116,910.83	(127.83)	100.11

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
OPERATING					
001-512-531.000	PROFESSIONAL SERVICES	115,000.00	115,410.31	(410.31)	100.36
001-512-531.004	PLANNING SERVICES	20,000.00	0.00	20,000.00	0.00
001-512-531.004.RST	PLANNING SERVICES	0.00	6,083.75	(6,083.75)	100.00
001-512-532.000	AUDIT SERVICES	30,000.00	20,625.00	9,375.00	68.75
001-512-541.000	COMMUNICATION NETWORK	3,000.00	0.00	3,000.00	0.00
001-512-542.000	POSTAGE	0.00	84.11	(84.11)	100.00
001-512-548.000	TOWN EVENTS	14,000.00	13,794.54	205.46	98.53
001-512-549.001	OTHER GENERAL GOVERNMENT	25,000.00	0.00	25,000.00	0.00
001-512-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	3,500.00	3,416.16	83.84	97.60
001-512-555.000	TRAINING/EDUCATION	1,000.00	5,047.24	(4,047.24)	504.72
OPERATING		211,500.00	164,461.11	47,038.89	77.76
Total Dept 512 - EXECUTIVE		328,283.00	281,371.94	46,911.06	85.71
Dept 513 - FINANCE					
PAYROLL					
001-513-512.000	SALARIES & WAGES	65,707.00	65,175.62	531.38	99.19
001-513-521.000	FICA	5,027.00	4,921.24	105.76	97.90
001-513-522.000	RETIREMENT	9,856.00	9,097.92	758.08	92.31
001-513-523.000	HEALTH INSURANCE	13,500.00	274.64	13,225.36	2.03
001-513-523.003	LIFE & DISABILITY INSURANCE	650.00	515.51	134.49	79.31
PAYROLL		94,740.00	79,984.93	14,755.07	84.43
OPERATING					
001-513-531.000	PROFESSIONAL SERVICES	20,000.00	7,110.00	12,890.00	35.55
001-513-549.000	BANK FEES	480.00	0.00	480.00	0.00
001-513-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	240.00	1,400.00	(1,160.00)	583.33
001-513-555.000	TRAINING/EDUCATION	2,000.00	776.00	1,224.00	38.80
OPERATING		22,720.00	9,286.00	13,434.00	40.87
Total Dept 513 - FINANCE		117,460.00	89,270.93	28,189.07	76.00
Dept 514 - LEGAL					
OPERATING					
001-514-531.301	LEGAL COUNSEL - GENERAL	80,000.00	66,561.80	13,438.20	83.20
001-514-531.301.F01	LEGAL COUNSEL - GENERAL	0.00	1,056.00	(1,056.00)	100.00
001-514-531.302	LEGAL COUNSEL - BZA	3,000.00	165.38	2,834.62	5.51
001-514-531.303	LEGAL COUNSEL - CEB	12,000.00	11,379.41	620.59	94.83
001-514-531.303.L02	LEGAL COUNSEL - CEB	0.00	10,782.00	(10,782.00)	100.00
001-514-531.304	LEGAL COUNSEL - LITIGATION	10,000.00	382.50	9,617.50	3.83
001-514-531.304.L01	LEGAL COUNSEL - LITIGATION	0.00	7,468.60	(7,468.60)	100.00
001-514-531.306	LEGAL SERVICES - POLICE UNION MATTER	10,000.00	16,136.25	(6,136.25)	161.36
OPERATING		115,000.00	113,931.94	1,068.06	99.07
Total Dept 514 - LEGAL		115,000.00	113,931.94	1,068.06	99.07
Dept 517 - DEBT SERVICE					
OPERATING					
001-517-571.000	DEBT SERVICE - PRINCIPAL	68,772.00	68,771.81	0.19	100.00
001-517-572.000	DEBT SERVICE - INTEREST	82,008.00	82,008.18	(0.18)	100.00
OPERATING		150,780.00	150,779.99	0.01	100.00
Total Dept 517 - DEBT SERVICE		150,780.00	150,779.99	0.01	100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
Dept 519 - GOVERNMENTAL SERVICES					
PAYROLL					
001-519-512.000	SALARIES & WAGES	78,389.00	67,288.37	11,100.63	85.84
001-519-514.002	OVERTIME - STORM	1,200.00	4,226.64	(3,026.64)	352.22
001-519-517.000	SICK LEAVE INCENTIVE	1,000.00	0.00	1,000.00	0.00
001-519-521.000	FICA	6,000.00	5,184.38	815.62	86.41
001-519-522.000	RETIREMENT	12,000.00	9,126.59	2,873.41	76.05
001-519-523.000	HEALTH INSURANCE	29,500.00	26,547.96	2,952.04	89.99
001-519-523.003	LIFE & DISABILITY INSURANCE	600.00	478.67	121.33	79.78
001-519-524.000	WORKERS' COMPENSATION INSURANCE	24,000.00	30,188.85	(6,188.85)	125.79
PAYROLL		152,689.00	143,041.46	9,647.54	93.68
OPERATING					
001-519-531.000	PROFESSIONAL SERVICES	0.00	12,055.20	(12,055.20)	100.00
001-519-540.000	TRAVEL	0.00	1,443.49	(1,443.49)	100.00
001-519-541.000	COMMUNICATION NETWORK	7,740.00	13,266.76	(5,526.76)	171.41
001-519-541.002	COMMUNICATIONS WEB HOSTING	9,337.00	31,842.80	(22,505.80)	341.04
001-519-541.003	IT SERVICE LEVEL AGREEMENTS MC	28,580.00	21,605.40	6,974.60	75.60
001-519-542.000	POSTAGE	3,000.00	4,532.38	(1,532.38)	151.08
001-519-543.000	UTILITIES	60,000.00	55,434.47	4,565.53	92.39
001-519-543.000.018	UTILITIES	0.00	2,457.34	(2,457.34)	100.00
001-519-545.000	INSURANCE - PROPERTY & LIABILITY	115,000.00	98,344.53	16,655.47	85.52
001-519-546.000	STREETLIGHT & SIGN MAINTENANCE	0.00	561.25	(561.25)	100.00
001-519-546.003	LANDSCAPING MAINTENANCE	48,000.00	52,517.14	(4,517.14)	109.41
001-519-546.004	VEHICLE MAINTENANCE	2,500.00	1,191.60	1,308.40	47.66
001-519-546.004.H24	VEHICLE MAINTENANCE	0.00	85.92	(85.92)	100.00
001-519-546.005	BUILDING & FACILITIES MAINTENANCE	25,000.00	22,739.42	2,260.58	90.96
001-519-546.005.018	BUILDING & FACILITIES MAINTENANCE	0.00	4,037.00	(4,037.00)	100.00
001-519-546.006	PARKS MAINTENANCE	20,400.00	17,926.44	2,473.56	87.87
001-519-546.007	TREE MAINTENANCE	24,000.00	4,600.00	19,400.00	19.17
001-519-546.007.H24	TREE MAINTENANCE	0.00	140,443.86	(140,443.86)	100.00
001-519-546.008	STREET MAINTENANCE	24,000.00	17,162.82	6,837.18	71.51
001-519-547.000	PRINTING	10,000.00	12,123.91	(2,123.91)	121.24
001-519-549.001	OTHER GENERAL GOVERNMENT	0.00	2,146.53	(2,146.53)	100.00
001-519-551.000	OFFICE SUPPLIES	17,200.00	10,284.57	6,915.43	59.79
001-519-552.000	FUEL AND OIL	1,000.00	3,663.40	(2,663.40)	366.34
001-519-552.001	ARCHIVES AND STORAGE	8,400.00	13,557.63	(5,157.63)	161.40
001-519-552.003	ORDINANCE CODIFICATION	3,000.00	4,250.59	(1,250.59)	141.69
001-519-552.004	SOFTWARE/LICENSING	9,815.00	13,914.80	(4,099.80)	141.77
001-519-552.005	OPERATING SUPPLIES	1,400.00	5,424.24	(4,024.24)	387.45
001-519-552.005.H24	OPERATING SUPPLIES	0.00	59.88	(59.88)	100.00
001-519-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	350.00	3,273.55	(2,923.55)	935.30
001-519-555.000	TRAINING/EDUCATION	5,000.00	90.00	4,910.00	1.80
OPERATING		423,722.00	571,036.92	(147,314.92)	134.77
CAPITAL					
001-519-564.003	TOWN HALL EQUIPMENT	50,000.00	0.00	50,000.00	0.00
CAPITAL		50,000.00	0.00	50,000.00	0.00
Total Dept 519 - GOVERNMENTAL SERVICES		626,411.00	714,078.38	(87,667.38)	114.00
Dept 521 - POLICE					
PAYROLL					
001-521-512.000	SALARIES & WAGES	863,695.00	659,401.32	204,293.68	76.35
001-521-514.000	OVERTIME	15,000.00	15,552.03	(552.03)	103.68
001-521-514.001	OVERTIME - COURT TIME	2,000.00	3,054.67	(1,054.67)	152.73
001-521-514.002	OVERTIME - STORM	6,000.00	10,189.39	(4,189.39)	169.82
001-521-514.014	OVERTIME - SSPR PHASE 3 TRAFFIC CONT	10,000.00	0.00	10,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
001-521-515.001	SPECIAL PAY - FTO/BOOTS	4,000.00	2,110.00	1,890.00	52.75
001-521-515.003	PD STATUTORY INCENTIVE	10,000.00	5,160.00	4,840.00	51.60
001-521-517.000	SICK LEAVE INCENTIVE	6,300.00	6,013.58	286.42	95.45
001-521-521.000	FICA	66,100.00	53,276.30	12,823.70	80.60
001-521-522.000	RETIREMENT	130,000.00	30,077.07	99,922.93	23.14
001-521-523.000	HEALTH INSURANCE	168,000.00	125,881.21	42,118.79	74.93
001-521-523.003	LIFE & DISABILITY INSURANCE	6,000.00	6,256.68	(256.68)	104.28
PAYROLL		1,287,095.00	916,972.25	370,122.75	71.24
OPERATING					
001-521-515.002	PD MILEAGE	28,800.00	18,830.56	9,969.44	65.38
001-521-531.000	PROFESSIONAL SERVICES	15,000.00	15,806.76	(806.76)	105.38
001-521-534.002	CONTRACTED SERVICES	50,000.00	26,044.50	23,955.50	52.09
001-521-541.000	COMMUNICATION NETWORK	9,232.00	4,690.63	4,541.37	50.81
001-521-542.000	POSTAGE	0.00	29.94	(29.94)	100.00
001-521-545.000	INSURANCE - PROPERTY & LIABILITY	1,000.00	0.00	1,000.00	0.00
001-521-546.002	EQUIPMENT MAINTENANCE	5,000.00	1,752.57	3,247.43	35.05
001-521-546.004	VEHICLE MAINTENANCE	22,000.00	27,822.86	(5,822.86)	126.47
001-521-547.000	PRINTING	1,700.00	1,342.20	357.80	78.95
001-521-551.000	OFFICE SUPPLIES	1,000.00	320.34	679.66	32.03
001-521-552.000	FUEL AND OIL	30,000.00	25,956.27	4,043.73	86.52
001-521-552.004	SOFTWARE/LICENSING	0.00	14,384.22	(14,384.22)	100.00
001-521-552.005	OPERATING SUPPLIES	10,000.00	0.00	10,000.00	0.00
001-521-552.006	ENFORCEMENT SUPPLIES	12,500.00	13,203.89	(703.89)	105.63
001-521-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	10,000.00	1,565.75	8,434.25	15.66
001-521-555.000	TRAINING/EDUCATION	9,000.00	274.00	8,726.00	3.04
OPERATING		205,232.00	152,024.49	53,207.51	74.07
CAPITAL					
001-521-564.001	VEHICLES	75,000.00	77,520.48	(2,520.48)	103.36
CAPITAL		75,000.00	77,520.48	(2,520.48)	103.36
Total Dept 521 - POLICE		1,567,327.00	1,146,517.22	420,809.78	73.15
Dept 522 - FIRE					
OPERATING					
001-522-534.001	FIRE RESCUE CONTRACTED	763,061.00	763,061.00	0.00	100.00
OPERATING		763,061.00	763,061.00	0.00	100.00
Total Dept 522 - FIRE		763,061.00	763,061.00	0.00	100.00
Dept 581 - INTERFUND TRANSFERS					
TRANSFERS					
001-581-591.301	TRANSFER TO CAPITAL PROJECTS	385,349.00	385,349.00	0.00	100.00
001-581-591.301.GFL	TRANSFER TO CAPITAL PROJECTS	2,500,000.00	0.00	2,500,000.00	0.00
TRANSFERS		2,885,349.00	385,349.00	2,500,000.00	13.36
Total Dept 581 - INTERFUND TRANSFERS		2,885,349.00	385,349.00	2,500,000.00	13.36
TOTAL EXPENDITURES		6,553,671.00	3,644,360.40	2,909,310.60	55.61
Fund 001 - GENERAL FUND:					
TOTAL REVENUES		6,553,671.00	4,554,923.19	1,998,747.81	69.50

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 001 - GENERAL FUND					
TOTAL EXPENDITURES		6,553,671.00	3,644,360.40	2,909,310.60	55.61
NET OF REVENUES & EXPENDITURES		0.00	910,562.79	(910,562.79)	100.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 101 - BUILDING PERMIT FUND					
Revenues					
Dept 000 - RESERVES					
BUILDING PERMITS AND FEES					
101-000-322.000	BUILDING PERMIT FEES	430,000.00	401,368.72	28,631.28	93.34
101-000-322.001	TECHNOLOGY FEE	7,000.00	18,763.05	(11,763.05)	268.04
101-000-322.003	SITE PLAN REVIEWS	5,000.00	4,077.50	922.50	81.55
BUILDING PERMITS AND FEES		442,000.00	424,209.27	17,790.73	95.97
TRANSFERS					
101-000-381.000	RESERVE UTILIZATION	21,603.00	0.00	21,603.00	0.00
TRANSFERS		21,603.00	0.00	21,603.00	0.00
Total Dept 000 - RESERVES		463,603.00	424,209.27	39,393.73	91.50
TOTAL REVENUES		463,603.00	424,209.27	39,393.73	91.50
Expenditures					
Dept 524 - BUILDING					
PAYROLL					
101-524-512.000	SALARIES & WAGES	303,060.00	299,364.17	3,695.83	98.78
101-524-514.002	OVERTIME - STORM	0.00	1,480.57	(1,480.57)	100.00
101-524-517.000	SICK LEAVE INCENTIVE	1,000.00	0.00	1,000.00	0.00
101-524-521.000	FICA	23,184.00	22,171.53	1,012.47	95.63
101-524-522.000	RETIREMENT	45,459.00	47,357.15	(1,898.15)	104.18
101-524-523.000	HEALTH INSURANCE	40,000.00	36,844.37	3,155.63	92.11
101-524-523.003	LIFE & DISABILITY INSURANCE	2,000.00	2,189.09	(189.09)	109.45
101-524-524.000	WORKERS' COMPENSATION INSURANCE	5,000.00	2,592.15	2,407.85	51.84
PAYROLL		419,703.00	411,999.03	7,703.97	98.16
OPERATING					
101-524-531.002	BUILDING INSPECTOR SERVICES	3,000.00	3,632.50	(632.50)	121.08
101-524-531.500	ENGINEERING SERVICES	5,000.00	6,847.50	(1,847.50)	136.95
101-524-532.000	AUDIT SERVICES	0.00	6,875.00	(6,875.00)	100.00
101-524-541.000	COMMUNICATION NETWORK	1,400.00	715.40	684.60	51.10
101-524-541.004	TECHNOLOGY EXPENSE	6,000.00	1,209.80	4,790.20	20.16
101-524-542.000	POSTAGE	500.00	0.00	500.00	0.00
101-524-545.000	INSURANCE - PROPERTY & LIABILITY	10,000.00	22,439.47	(12,439.47)	224.39
101-524-546.004	VEHICLE MAINTENANCE	2,000.00	515.18	1,484.82	25.76
101-524-551.000	OFFICE SUPPLIES	4,500.00	3,811.00	689.00	84.69
101-524-552.000	FUEL AND OIL	1,200.00	588.30	611.70	49.03
101-524-552.004	SOFTWARE/LICENSING	7,500.00	6,720.54	779.46	89.61
101-524-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,300.00	105.00	1,195.00	8.08
101-524-555.000	TRAINING/EDUCATION	1,500.00	0.00	1,500.00	0.00
OPERATING		43,900.00	53,459.69	(9,559.69)	121.78
Total Dept 524 - BUILDING		463,603.00	465,458.72	(1,855.72)	100.40
TOTAL EXPENDITURES		463,603.00	465,458.72	(1,855.72)	100.40
Fund 101 - BUILDING PERMIT FUND:					
TOTAL REVENUES		463,603.00	424,209.27	39,393.73	91.50
TOTAL EXPENDITURES		463,603.00	465,458.72	(1,855.72)	100.40
NET OF REVENUES & EXPENDITURES		0.00	(41,249.45)	41,249.45	100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 301 - CAPITAL PROJECTS					
Revenues					
Dept 000 - RESERVES					
TAXES					
301-000-312.410	GAS TAX	145,000.00	141,086.46	3,913.54	97.30
301-000-312.420	GAS TAX SECOND LOCAL OPTION	100,000.00	102,535.67	(2,535.67)	102.54
TAXES		245,000.00	243,622.13	1,377.87	99.44
BUILDING PERMITS AND FEES					
301-000-325.200	BUILDING DEPT ROAD IMPROVEMENT FEE	150,000.00	229,820.72	(79,820.72)	153.21
BUILDING PERMITS AND FEES		150,000.00	229,820.72	(79,820.72)	153.21
MISCELLANEOUS					
301-000-361.100	INTEREST	0.00	47,936.30	(47,936.30)	100.00
MISCELLANEOUS		0.00	47,936.30	(47,936.30)	100.00
TRANSFERS					
301-000-381.000	RESERVE UTILIZATION	1,842,969.00	0.00	1,842,969.00	0.00
301-000-381.001	TRANSFER FROM GENERAL FUND	385,349.00	385,349.00	0.00	100.00
301-000-381.001.GFL	TRANSFER FROM GENERAL FUND	2,500,000.00	0.00	2,500,000.00	0.00
TRANSFERS		4,728,318.00	385,349.00	4,342,969.00	8.15
GRANTS					
301-000-331.352.001	HMGP 4283-84-A H0603	0.00	407,042.24	(407,042.24)	100.00
301-000-331.353	HMGP GRANT	3,802,728.00	0.00	3,802,728.00	0.00
301-000-331.353.003	HMGP GRANT	0.00	131,250.00	(131,250.00)	100.00
301-000-334.362.006	FDEP 23FRP07 - SEPTIC TO SEWER	0.00	448,000.00	(448,000.00)	100.00
301-000-334.362.026	FDEP 23FRP07 - SEPTIC TO SEWER	1,500,000.00	0.00	1,500,000.00	0.00
301-000-334.362.036	FDEP 23FRP07 - SEPTIC TO SEWER	6,150,000.00	0.00	6,150,000.00	0.00
301-000-334.366.020	LEGISLATIVE APPROPRIATIONS	1,000,000.00	0.00	1,000,000.00	0.00
301-000-334.367	FEDP - 22FRP103	6,170,000.00	0.00	6,170,000.00	0.00
301-000-334.367.103	FEDP - 22FRP103	0.00	2,048,840.85	(2,048,840.85)	100.00
301-000-334.369	FDEP - 23FRP06	400,000.00	0.00	400,000.00	0.00
301-000-337.310.027	MARTIN COUNTY ILA - WATER LINES	0.00	394,820.00	(394,820.00)	100.00
GRANTS		19,022,728.00	3,429,953.09	15,592,774.91	18.03
Total Dept 000 - RESERVES		24,146,046.00	4,336,681.24	19,809,364.76	17.96
TOTAL REVENUES		24,146,046.00	4,336,681.24	19,809,364.76	17.96
Expenditures					
Dept 519 - GOVERNMENTAL SERVICES					
OPERATING					
301-519-531.400	ENGINEERING SERVICES	75,000.00	30,227.50	44,772.50	40.30
301-519-531.400.MRD	ENGINEERING SERVICES	0.00	8,220.00	(8,220.00)	100.00
301-519-531.401	ENGINEERING SERVICES - GRANT RELATED	0.00	4,735.00	(4,735.00)	100.00
301-519-531.401.005	ENGINEERING SERVICES - GRANT RELATED	0.00	4,580.00	(4,580.00)	100.00
301-519-546.003	LANDSCAPING MAINTENANCE	46,000.00	87,285.60	(41,285.60)	189.75
OPERATING		121,000.00	135,048.10	(14,048.10)	111.61
Total Dept 519 - GOVERNMENTAL SERVICES		121,000.00	135,048.10	(14,048.10)	111.61
Dept 538 - STORMWATER					
OPERATING					
301-538-531.000.MS4	PROFESSIONAL SERVICES	0.00	2,790.00	(2,790.00)	100.00
301-538-531.400	ENGINEERING SERVICES	150,000.00	890.00	149,110.00	0.59
301-538-531.400.003	ENGINEERING SERVICES	0.00	16,486.25	(16,486.25)	100.00
301-538-531.400.010	ENGINEERING SERVICES	0.00	33,383.15	(33,383.15)	100.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORM	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 301 - CAPITAL PROJECTS					
Expenditures					
301-538-531.400.017	ENGINEERING SERVICES	0.00	29,364.00	(29,364.00)	100.00
301-538-531.400.020	ENGINEERING SERVICES	0.00	142,740.75	(142,740.75)	100.00
301-538-531.400.021	ENGINEERING SERVICES	0.00	5,565.00	(5,565.00)	100.00
301-538-531.400.026	ENGINEERING SERVICES	100,000.00	0.00	100,000.00	0.00
301-538-531.400.028	ENGINEERING SERVICES	0.00	1,800.00	(1,800.00)	100.00
301-538-546.001	STORMWATER-INLET-OUTFALL MAINTENA	125,000.00	160.47	124,839.53	0.13
301-538-546.001.121	STORMWATER-INLET-OUTFALL MAINTENA	0.00	49,946.00	(49,946.00)	100.00
301-538-549.001.020	OTHER GENERAL GOVERNMENT	0.00	1,200.00	(1,200.00)	100.00
301-538-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	0.00	500.00	(500.00)	100.00
OPERATING		375,000.00	284,825.62	90,174.38	75.95
CAPITAL					
301-538-562.000.012	BUILDING IMPROVEMENTS	20,000.00	0.00	20,000.00	0.00
301-538-563.002	STORMWATER IMPROVEMENTS	23,470,046.00	0.00	23,470,046.00	0.00
301-538-563.002.006	STORMWATER IMPROVEMENTS	0.00	164,456.75	(164,456.75)	100.00
301-538-563.002.026	STORMWATER IMPROVEMENTS	0.00	74,705.00	(74,705.00)	100.00
301-538-563.002.027	STORMWATER IMPROVEMENTS	0.00	394,820.00	(394,820.00)	100.00
301-538-563.002.028	STORMWATER IMPROVEMENTS	0.00	30,758.93	(30,758.93)	100.00
301-538-563.002.036	STORMWATER IMPROVEMENTS	0.00	2,992.50	(2,992.50)	100.00
301-538-563.002.103	STORMWATER IMPROVEMENTS	0.00	3,937,277.95	(3,937,277.95)	100.00
301-538-563.002.HM3	STORMWATER IMPROVEMENTS	0.00	2,694,310.82	(2,694,310.82)	100.00
CAPITAL		23,490,046.00	7,299,321.95	16,190,724.05	31.07
Total Dept 538 - STORMWATER		23,865,046.00	7,584,147.57	16,280,898.43	31.78
Dept 541 - STREETS AND BRIDGES					
OPERATING					
301-541-546.000	STREETLIGHT & SIGN MAINTENANCE	15,000.00	21,314.75	(6,314.75)	142.10
301-541-546.007	TREE MAINTENANCE	20,000.00	0.00	20,000.00	0.00
301-541-546.008	STREET MAINTENANCE	25,000.00	3,750.82	21,249.18	15.00
301-541-546.009	BRIDGE MAINTENANCE	100,000.00	199.96	99,800.04	0.20
OPERATING		160,000.00	25,265.53	134,734.47	15.79
CAPITAL					
301-541-563.030.SLR	ROAD & BRIDGE CAPITAL PROJECTS	0.00	40,000.00	(40,000.00)	100.00
CAPITAL		0.00	40,000.00	(40,000.00)	100.00
Total Dept 541 - STREETS AND BRIDGES		160,000.00	65,265.53	94,734.47	40.79
TOTAL EXPENDITURES		24,146,046.00	7,784,461.20	16,361,584.80	32.24
Fund 301 - CAPITAL PROJECTS:					
TOTAL REVENUES		24,146,046.00	4,336,681.24	19,809,364.76	17.96
TOTAL EXPENDITURES		24,146,046.00	7,784,461.20	16,361,584.80	32.24
NET OF REVENUES & EXPENDITURES		0.00	(3,447,779.96)	3,447,779.96	100.00
TOTAL REVENUES - ALL FUNDS		31,163,320.00	9,315,813.70	21,847,506.30	29.89
TOTAL EXPENDITURES - ALL FUNDS		31,163,320.00	11,894,280.32	19,269,039.68	38.17
NET OF REVENUES & EXPENDITURES		0.00	(2,578,466.62)	2,578,466.62	100.00

Town of Sewall's Point
Police Department

Interdepartmental Memorandum

TO: Robert Daniels, Town Manager

FROM: Tina Ciechanowski, Chief of Police

DATE: November 6th, 2025

RE: Statistics and Activity Report July 2025 - September 2025

The attached report reflects the month-to-month activity of the Police Department's calls for service for the third quarter of 2025 (July 1, 2025 - September 30, 2025.

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

SEWALL'S POINT POLICE DEPARTMENT
July 2025
Activity Report

Monthly Activity - General

	July 2024	July 2025	YTD - 2024	YTD - 2025
Calls for Service	134	111	957	792
Total Arrests	8	13	40	68

Crime Prevention

	July 2024	July 2025	YTD – 2024	YTD - 2025
Closed Home Patrol	158	151	531	629
Open Door	1	5	20	21
Extra Patrol by Request	609	622	4518	3942
Alarm	14	12	80	67
Suspicious Person	8	3	38	30
Suspicious Vehicle	5	4	31	34
Suspicious Incident	5	6	24	29
Internal Bolo	0	0	0	0

Traffic Related Activity

	July 2024	July 2025	YTD – 2024	YTD - 2025
Traffic Stops	223	223	1223	1373
Vehicle Citations	95	71	440	538
Written Warning Citations	35	39	265	185
Verbal Warning	125	132	658	684
Road Closed/Hazard	3	2	25	17
Directed Traffic Enforcement	66	25	372	434
Reckless Vehicle	3	6	17	26
Disabled Vehicle	4	0	21	27
Traffic Crash	3	4	34	25
Road Rage	0	0	0	0

SEWALL'S POINT POLICE DEPARTMENT
July 2025
Activity Report

Assists

	July 2024	July 2025	YTD – 2024	YTD - 2025
Other Jurisdiction	19	33	193	207
Medical	16	9	89	61
Fire	4	3	29	38
Animal Control	7	0	58	26
Man Down	1	0	1	1

Citizen Services

	July 2024	July 2025	YTD – 2024	YTD - 2025
Lost/Found Property	4	1	15	10
Civil Matter	1	2	10	5
Neighbor Trouble	0	0	3	3
Police Service Call	23	11	147	130
Town Ordinance Violation - Warning	65	12	436	182
Town Ordinance Violation - CVC	2	1	7	3

Major Crimes

Crime Type	July 2024	July 2025	YTD – 2024	YTD - 2025
Robbery	0	0	0	0
Burglary	0	0	0	0
Theft	1	0	4	1
Stolen Vehicle	0	0	0	0
Assault	0	0	0	0
Battery	0	0	6	2
Total	**1**	**0**	**10**	**3**

Other Crimes

Type	July 2024	July 2025	YTD – 2024	YTD - 2025
Fraud	0	1	6	4
Drug Violations	0	2	5	6
Trespassing	3	0	6	14
Vandalism	0	0	0	1
Disorderly Conduct	0	0	0	0
Lewd & Lascivious	0	0	0	0
Domestic	0	0	3	1
DUI	0	1	1	9
Disturbance	1	3	21	20
Total	**4**	**7**	**42**	**55**

Noteworthy Cases & Additional Information:

07/06/2025 25-6979 An officer conducted a traffic stop of a vehicle with a driver known to have a suspended driver's license. The driver was arrested for Driving While License Suspended. At the jail, the driver made threats of self-harm, which resulted in the issuance of uniform traffic citations instead of arrest, and was transported to a mental health facility under Florida's Baker Act.

07/09/2025 25-7118 An officer conducted a traffic stop for a possible license violation. The driver's license was suspended, and a seize tag order was placed on the vehicle. The driver was arrested and charged with Driving while License Suspended.

07/11/2025 25-7192 An officer conducted a traffic stop for speeding. The driver's license was suspended. He was arrested for Driving While License Suspended. Additionally, he had an outstanding warrant out of St. Lucie County for DUI with Serious Bodily Injury, DUI with Property Damage, DUI with Property Damage and a prior Conviction, Refusal to Submit to a Breath Test, and Driving while License Suspended.

07/27/25 25-7796 An officer was walking in Harbour Bay Plaza when he heard the sound of a vehicle traveling at a very high speed. He went to the roadway, activated his radar unit, and his speed was verified at 81 in a 40 mph zone. With the

assistance of the Martin County Sheriff's Office, the vehicle was stopped. The driver was cited by Sewall's Point for 81 in a 40 MPH zone and Failure to Stop at a Red Signal. He was arrested by a Martin County Traffic Unit for Driving Under the Influence.

07/27/2025 25-7837 A motorist was stopped for running the red light and speeding, as well as operating their vehicle in a manner consistent with an impaired driver (unable to maintain a lane). Subsequent to the investigation, the driver was arrested for Driving Under the Influence with a B.A.C. of .163.

07/29/2025 25-7878 A motorist was stopped for a window tint violation. Due to observations of possible narcotics use, an investigation was conducted. The driver of the vehicle was arrested for possession of narcotics (MDMA), and the passenger was arrested for possession of drug paraphernalia.

SEWALL'S POINT POLICE DEPARTMENT
August 2025
Activity Report

Monthly Activity - General

	August 2024	August 2025	YTD - 2024	YTD - 2025
Calls for Service	104	94	949	886
Total Arrests	7	9	47	77

Crime Prevention

	August 2024	August 2025	YTD – 2024	YTD - 2025
Closed Home Patrol	198	253	779	882
Open Door	1	3	21	24
Extra Patrol by Request	687	633	5205	4575
Alarm	9	5	89	72
Suspicious Person	3	4	41	34
Suspicious Vehicle	2	3	33	38
Suspicious Incident	9	4	27	33
Internal Bolo	0	0	0	0

Traffic Related Activity

	August 2024	August 2025	YTD – 2024	YTD - 2025
Traffic Stops	143	267	1310	1640
Vehicle Citations	115	79	557	617
Written Warning Citations	59	56	324	241
Verbal Warning	93	158	760	842
Road Closed/Hazard	14	2	39	19
Directed Traffic Enforcement	60	75	432	509
Reckless Vehicle	2	1	19	27
Disabled Vehicle	3	1	24	28
Traffic Crash	6	2	40	27
Road Rage	0	0	0	0

SEWALL'S POINT POLICE DEPARTMENT
August 2025
Activity Report

Assists

	August 2024	August 2025	YTD – 2024	YTD - 2025
Other Jurisdiction	28	31	221	238
Medical	9	5	98	66
Fire	10	3	39	41
Animal Control	6	5	64	31
Man Down	0	0	1	1

Citizen Services

	August 2024	August 2025	YTD – 2024	YTD - 2025
Lost/Found Property	3	0	18	10
Civil Matter	0	2	10	7
Neighbor Trouble	1	1	4	4
Police Service Call	10	15	157	145
Town Ordinance Violation - Warning	59	54	495	236
Town Ordinance Violation - CVC	0	1	7	4

Major Crimes

Crime Type	August 2024	August 2025	YTD – 2024	YTD - 2025
Robbery	0	0	0	0
Burglary	1	0	1	0
Theft	1	0	5	1
Stolen Vehicle	0	0	0	0
Assault	0	0	0	0
Battery	0	0	6	2
Total	**2**	**0**	**12**	**3**

Other Crimes

Type	August 2024	August 2025	YTD – 2024	YTD - 2025
Fraud	0	2	6	6
Drug Violations	0	2	5	8
Trespassing	1	0	7	14
Vandalism	0	0	0	1
Disorderly Conduct	1	0	1	0
Lewd & Lascivious	0	0	0	0
Domestic	0	1	3	2
DUI	1	0	2	9
Disturbance	3	3	24	23
Total	**6**	**8**	**48**	**63**

Noteworthy Cases & Additional Information:

08/03/2025 25-8093 An elderly resident went missing from her home due to a dementia-type condition. She was located and transported by Fire-Rescue.

08/07/2025 25-8292 Officers were dispatched to 7 Morgan Circle for a medical assist on a job site. Officers on scene assisted Fire-Rescue with transporting the subject off the site.

08/12/2025 25-8560 An officer responded to an animal bite call. A large dog charged off the property and bit another dog and its owner while trying to separate them. A Town Civil Violation was issued, as well as a citation from Martin County Animal Control.

08/12/2025 25-8568 An officer responded to a fraud complaint related to the unlawful use of credit cards. An investigation was conducted, and the resident did not suffer any financial loss.

08/12/2025 25-8582 An officer conducted a traffic stop for driving without headlights at 10:38 p.m. An investigation was conducted, and it was determined that the driver had a suspended driver's license. There was also an unbelted infant on the lap of the unbelted passenger in the vehicle. The driver was arrested for Driving while License Suspended.

08/17/2025 25-8780 An officer conducted a traffic stop for driving without headlights. The officer observed evidence of drug use in plain view. An investigation was conducted, which resulted in the driver of the vehicle being arrested for drug possession and drug paraphernalia.

08/18/2025 25-8824 An officer responded to a complaint of threats of a political nature to a local non-profit organization.

08/19/2025 25-8890 An officer responded to a standby call. The resident believed she won a car. It was determined that this was an ongoing scam in which they asked the resident to open an account and deposit money into it for the scammers using scammer's email address. The transactions were terminated with the assistance of the officer, and the bank was contacted.

08/21/2205 25-8983 An officer conducted a traffic stop for an equipment violation. The driver of the vehicle's license was revoked for multiple suspensions, including Driving under the Influence. He was subsequently arrested for Driving while License Revoked.

08/26/2025 25-9267 An officer responded to a disturbance at a local business. The situation degenerated into a hostile one. One party claims a stapler was stolen, and the other party claims it was thrown at her, and that's why she took it. The customer and her spouse were warned against trespass at the business. No one wished to pursue criminal charges.

08/26/205 25-9276 An officer conducted a traffic stop for faulty brake lights. An investigation was conducted, and it was determined that his driver's license was suspended six times. He was subsequently arrested for Driving while License Suspended.

08/30/2025 25-9459 An officer responded to a residence by request concerning a neighbor trespassing, and he was harassing his lawn personnel. The resident was warned about trespassing on property not belonging to him.

08/31/2025 25-9492 An officer responded to a domestic disturbance. Both parties were intoxicated, and it was a verbal dispute only, according to witnesses. No criminal activity occurred.

SEWALL'S POINT POLICE DEPARTMENT
September 2025
Activity Report

Monthly Activity - General

	September 2024	September 2025	YTD - 2024	YTD - 2025
Calls for Service	142	89	1221	975
Total Arrests	11	10	58	87

Crime Prevention

	September 2024	September 2025	YTD – 2024	YTD - 2025
Closed Home Patrol	182	250	911	1132
Open Door	4	0	25	24
Extra Patrol by Request	688	799	5893	5374
Alarm	10	7	99	79
Suspicious Person	6	2	47	36
Suspicious Vehicle	8	1	41	39
Suspicious Incident	7	7	34	40
Internal Bolo	0	0	0	0

Traffic Related Activity

	September 2024	September 2025	YTD – 2024	YTD - 2025
Traffic Stops	171	186	1481	1826
Vehicle Citations	101	92	658	709
Written Warning Citations	53	30	377	271
Verbal Warning	43	95	803	937
Road Closed/Hazard	9	7	48	26
Directed Traffic Enforcement	68	62	500	571
Reckless Vehicle	2	5	21	32
Disabled Vehicle	1	2	25	30
Traffic Crash	5	2	45	29
Road Rage	0	0	0	0

SEWALL'S POINT POLICE DEPARTMENT
September 2025
Activity Report

Assists

	September 2024	September 2025	YTD – 2024	YTD - 2025
Other Jurisdiction	25	22	246	260
Medical	10	7	108	73
Fire	5	2	44	43
Animal Control	5	2	69	33
Man Down	0	1	1	2

Citizen Services

	September 2024	September 2025	YTD – 2024	YTD - 2025
Lost/Found Property	1	1	19	11
Civil Matter	2	1	12	8
Neighbor Trouble	0	0	4	4
Police Service Call	24	19	181	164
Town Ordinance Violation - Warning	18	45	513	281
Town Ordinance Violation - CVC	0	0	7	4

Major Crimes

Crime Type	September 2024	September 2025	YTD – 2024	YTD - 2025
Robbery	0	0	0	0
Burglary	0	0	1	0
Theft	1	0	6	1
Stolen Vehicle	0	0	0	0
Assault	0	0	0	0
Battery	0	2	6	4
Total	**1**	**2**	**13**	**5**

Other Crimes

Type	September 2024	September 2025	YTD – 2024	YTD - 2025
Fraud	1	2	7	8
Drug Violations	0	1	5	9
Trespassing	1	0	8	14
Vandalism	0	0	0	1
Disorderly Conduct	0	0	1	0
Lewd & Lascivious	0	0	0	0
Domestic	2	1	5	3
DUI	1	5	3	14
Disturbance	0	0	24	23
Total	**5**	**7**	**53**	**71**

Noteworthy Cases & Additional Information:

09/04/2025 25-9728 An officer was flagged down at the Police Department concerning a battery that occurred on S. Sewall's Point Road close to Mandalay. One subject is alleged to have made an obscene gesture to the other. The other party turned around in her vehicle to record the other person. The pedestrian reached into the vehicle, attempting to grab the cell phone from the complainant. The battery was recorded by the complainant. This resulted in scratches on both parties. The victim declined prosecution in this matter.

09/04/2025 25-9754 An officer observed a motorist operating his vehicle in a manner consistent with an impaired driver. The motorist was stopped, and an investigation ensued. The driver was arrested for Driving Under the Influence with a B.A.L. of .199. Additionally, a firearm in the vehicle was seized. The firearm was reported stolen in New York (investigation continued under a separate case number).

09/05/2025 25-8765 A local non-profit continues to receive harassing phone calls of a political nature. Extra patrols continue.

09/05/2025 25-9799 An officer responded to a domestic battery between a husband and wife. An investigation was conducted, and it was determined that the battery began inside a vehicle, with the male subject being punched in the face, resulting in his lip bleeding. She was arrested and charged with Domestic Battery.

09/06/2025 25-9817 An officer responded to Stuart Beach to assist a Martin County Sheriff's Office deputy with an outstanding warrant.

09/06/2025 25-9833 An officer responded to a Fraud call in which the complainant's cell phone may have been cloned, and suspects were attempting to transfer funds from bank accounts. There was no financial loss in the case.

09/08/2025 25-9928 This is the ongoing investigation of the recovered stolen firearm in the vehicle from 25-9754. The weapon was entered as stolen on 06/15/1979 by the New York Police Department. The investigation is in an open status.

09/14/2025 25-10259 An officer observed a motorist operating his vehicle in a manner consistent with an impaired driver. The motorist was stopped, and an investigation ensued. The driver was arrested for Driving Under the Influence- Refusal. The subject is also alleged to be unlawfully in possession of THC, mushrooms, and hashish.

09/17/2025 25-10415 An officer responded to a fraud complaint. A citizen's debit card had been used to pay for a "Spotify" account for three years without her knowledge or consent.

09/18/2025 25-10461 An officer observed a motorist speeding and operating his vehicle in a manner consistent with an impaired driver. The motorist was stopped, and an investigation ensued. The driver was arrested for Driving Under the Influence. The driver's B.A.L. was .204.

09/20/2025 25-10589 An officer responded to a call for a reckless driver. The vehicle was located and observed operating in a manner consistent with an impaired driver. The vehicle was stopped, and an investigation was conducted. The driver was arrested for Driving under the Influence with a B.A.L. of .192

09/23/2025 25-10738 An officer stopped a vehicle for speeding (60/35). Upon stopping the vehicle and conducting an investigation, the officer determined the driver was impaired. He was arrested for Driving under the Influence – Refusal.

09/27/2025 25-10944 An officer was dispatched to a call regarding a subject possibly being chased on foot. The individual was located and determined that he may be a danger to himself or others. He was transported to the local mental health facility for evaluation under Florida's Baker Act.

TOWN OF SEWALL'S POINT - 2026 Commission Meeting Calendar

Tuesday, January 13, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, January 27, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, February 10, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, March 10, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, April 14, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, April 28, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, May 12, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, May 26, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, June 9, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, July 21, 2026 - 6:00 pm	**Commission Regular Meeting**
Tuesday, August 11, 2026 - 6:00 pm	**Commission Regular Meeting**
***Thursday, September 3, 2026 - 6:00 pm**	**Tentative Budget & Regular Meeting**
***Thrusday, September 17, 2026 - 6:00 pm**	**Final Budget & Regular Meeting**
Tuesday, October 13, 2026 - 6:00 pm	**Commission Regular Meeting**
Wednesday, November 4, 2026 - 10:00am	**Election Canvassing Meeting**
~~**Tuesday, November 10, 2026 - 6:00 pm**~~ **Tuesday, November 17, 2026 - 6:00 pm**	**Commission Regular Meeting**
Tuesday, December 8, 2026 - 6:00 pm	**Commission Regular Meeting**

*September Budget meetings dependant on Martin County School Board & Martin County Board of County Commissioners Trim/Budget Meetings

FIFTH AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF SEWALL'S POINT AND TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____ 2025, by and between the **TOWN OF SEWALL'S POINT**, (hereinafter "TOWN"), and **TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**, (hereinafter "FIRM").

WHEREAS, the FIRM has provided legal services to the TOWN since October 16, 2007, pursuant to the agreement dated 10/16/07 and the First, Second, Third and Fourth Amendments dated 10/24/17 9/28/21, 9/2022 and 11/6/23, (hereinafter "AGREEMENT"); and

WHEREAS, the TOWN wishes to continue to engage the FIRM to provide legal services.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the FIRM shall continue to provide legal services as Town Attorney to the TOWN pursuant to the AGREEMENT.

2. The FIRM shall present the TOWN with an itemized monthly statement for services rendered, which shall be billed to the TOWN at the rate of $250.00 per hour for attorneys, effective December 1, 2025. The FIRM'S fees shall be increased by three percent (3%) annually each October 1st, commencing on October 1, 2026.

3. In all other respects the terms of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

TOWN:

_____
ROBERT DANIELS
Town of Sewall's Point

ATTORNEY:

_____
GLEN J. TORCIVIA, ESQ.
Fla. Bar No.: 343374

TOWN OF SEWALL'S POINT

MEMORANDUM

To: Mayor and Town Commissioners

From: Robert Daniels, Town Manager

Subject: Driveway Ordinance No. 475-25

Date: November 18, 2025 - Regular Meeting, Second Reading

Executive Summary:

The Town Commission previously discussed the need to regulate driveways that slope causing stormwater to drain to the roadway. Our Building Official and the Town Attorney's office have prepared an ordinance which requires in-line drainage to deflect stormwater into drainage areas on the property, depending on the slope; a minimum 5% pitch away from the house (1' per 20'). The other modification was an exception for a civil engineer to design a method to contain stormwater on the property.

The Ordinance was approved upon first reading at the September 11, 2025 Regular Commission Meeting and tabled at the October 14, 2025 Regular Commission Meeting.

Recommendation:

Adopt Ordinance No. 475-25 at the second reading.

ORDINANCE NO. 475-2025

AN ORDINANCE OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 52, ARTICLE II, SECTIONS 52-23, 52-24, AND 52-29 CREATING REGULATIONS FOR THE INSTALLATION OF DRIVEWAYS TO INCLUDE DRAINAGE TRENCHES AND WATER RUNOFF CONTROL; PROVIDING FOR DEFINITIONS, DESIGN STANDARDS, AND ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point recognizes the need to manage stormwater runoff generated by impervious surfaces, such as driveways, to reduce flooding, erosion, and pollution; and

WHEREAS, uncontrolled driveway runoff contributes to degradation of adjacent properties, public rights-of-way, and stormwater systems; and

WHEREAS, the Town Commission seeks to ensure new driveway installations incorporate sustainable drainage methods that support groundwater recharge and environmental resilience;

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

SECTION 1. Chapter 52 "Stormwater Control Regulations", Article II "Purpose and Intent", Section 52-23 "Definitions" is hereby amended to read as follows (underline text is added and ~~strikethrough~~ text is deleted):

Sec. 52-23. - Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

Authorized official means a code enforcement officer as defined in section 18-201(a)(b).

Collection Area means a landscaped or engineered section of the yard designed to receive and allow infiltration of stormwater runoff.

Discharge means any direct or indirect entry of any solid, liquid or gaseous matter.

Drainage Trench means a subsurface channel with a grated cover, designed to intercept, collect, and redirect surface water.

Driveway means a private, vehicular access path connecting a structure or lot to a public or private roadway.

Impervious Surface means a surface that prevents or significantly impedes the infiltration of water into the underlying soil.

NPDES permit means National Pollution Discharge Elimination System Permit.

Person means any natural individual, corporation, partnership, institution or other entity.

Stormwater system means the system of conveyances owned by the town used for collecting, storing and transporting stormwater but not including any facilities intended to be used in accordance with applicable flow for collecting and transporting sanitary or other wastewater.

Substantial improvement means, for a structure built prior to the enactment of the ordinance codified in this chapter, any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure, either before the repair or improvement is started, or, if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

(1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to ensure safe living conditions; or

(2) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

SECTION 2. Chapter 52 “Stormwater Control Regulations”, Article II “Purpose and Intent”, Section 52-24 “On-site retention” is hereby amended to read as follows (underline text is added and ~~strikethrough~~ text is deleted):

Sec. 52-24. - On-site retention.

(a) *General provisions*. Each new or substantial improvement project and/or site shall maintain on-site storm water runoff for water quality treatment and storage volume based on the percentage of impervious surface on the property. The calculation for

determining this amount is as follows: 0.125-feet times _____ total area of lot in square feet = _____-cubic feet.

Formula: [0.125-ft x _____ (total lot area in ft^2) = volume _____-ft^3]

This amount is the volume of water in cubic feet required to be held in retention ponds, swales, or with berms to achieve retaining the quantity of water as outlined above prior to discharging to the road rights-of-way, or waterways or adjoining properties.

(b) *Specific provisions.* Each new proposed project and/or site over one acre shall obtain a National Pollutant Discharge Elimination System Permit (NPDES) from the Department of Environmental Protection (DEP) to address on-site stormwater retention and discharge during construction of the project.

(c) All new driveway installations and expansions and replacements of existing driveways require a permit and shall meet the requirements of this paragraph to ensure on-site stormwater retention:

(1) Drainage Trenches with Grates

a. At least one drainage trench with a grated cover shall be installed across the full width of the driveway:

1. Within 3 feet of the property line at the connection to the public right-of-way.

2. Additional trenches shall be installed on driveways over 50 feet in length, spaced no more than 25 feet apart perpendicular to the driveway direction of travel.

b. Grates shall be heavy-duty, rated for vehicular loads, and designed with openings to capture sheet flow while minimizing debris blockage.

(2) Slope and Flow Direction

a. The driveway must be graded to direct surface runoff into the drainage trenches.

b. Positive slope shall be provided from the garage or building to the trench drains to ensure flow capture.

(3) On-site Collection Area

a. Each drainage trench shall be connected to a designated on-site collection area within the lot for percolation, such as:

1. A dry well,

2. A shallow swale,

3. A rain garden, or

4. Any engineered infiltration basin approved by the Town Engineer.

b. The collection area must be located a minimum of 10 feet from the principal structure and neighboring property lines.

(4) Sizing and Design Criteria

a. The trench drain system shall be designed to handle a minimum 1-inch rainfall event over the impervious surface.

b. A licensed engineer or architect should prepare grading and drainage plans showing driveway slope, trench sizing, pipe connections, and location of the on-site collection area.

c. Plans shall be reviewed and approved by the Town Building Official and/or Town Engineer prior to permit issuance.

(5) *Exemptions*.

a. Driveways constructed entirely with pervious materials that allow water infiltration (e.g., open-graded gravel, grass pavers, permeable pavers with aggregate base) may be exempt from trench drain requirements upon review and approval by the Town Engineer.

b. Driveways constructed in accordance with an approved site drainage plan, signed and sealed by a civil engineer, showing all stormwater will be retained on-site.

SECTION 3. Chapter 52 "Stormwater Control Regulations", Article II "Purpose and Intent", Section 52-29 "Enforcement" is hereby amended to read as follows (underline text is added and ~~strikethrough~~ text is deleted):

Sec. 52-29. - Enforcement.

(a) *Injunctive relief.* Any violation of any provision of this chapter, or of any regulation or order issued hereunder shall be subject to injunctive relief if necessary to protect the public health, safety or general welfare.

(b) *Continuing violations.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this chapter, or any regulation or permit issued hereunder.

(c) *Enforcement actions.* The authorized official may take all actions necessary, including the issuance of civil violation citations, the filing of court actions and/or referral of the

matter to the town code enforcement board or magistrate to require and enforce compliance with the provisions of this chapter or federal, state, county, municipal, or other laws, rules, regulations, orders or permits.

(d) *Retrofit/re-construction*. Any violation of this chapter, or of any regulation or order issued hereunder may require the retrofit or reconstruction of improvements to meet the requirements set forth in this chapter.

(e) *Permitting*. Violations of this chapter may prevent the issuance of a certificate of occupancy by the Town.

SECTION 4. SEVERABILITY

If any section, subsection, or provision of this ordinance is held invalid, the remainder shall not be affected.

SECTION 5. CONFLICTS

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This ordinance shall take effect immediately upon its adoption.

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

	AYE	NAY
DAVE KURZMAN, MAYOR	X	____
VINNY BARILE, VICE MAYOR	X	____
FRANK FENDER, COMMISSIONER	X	____
KAIJA MAYFIELD, COMMISSIONER	X	____
FRANK TIDIKIS, COMMISSIONER	X	____

Passed first reading at the Regular Meeting of the Town Commission held on the 11th day of September, 2025.

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

	AYE	NAY
DAVE KURZMAN, MAYOR	____	____
VINNY BARILE, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
KAIJA MAYFIELD, COMMISSIONER	____	____
FRANK TIDIKIS, COMMISSIONER	____	____

Passed second reading at the Regular Meeting of the Town Commission held on the 18th day of November, 2025. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this 18th day of November, 2025.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Dave Kurzman, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Maria Pierce, Acting Town Clerk

By: _____
Glen J. Torcivia, Town Attorney

(Town Seal)

TOWN OF SEWALL'S POINT

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

FROM: **Glen Torcivia, Town Attorney**

SUBJECT: **Ordinance No. 474-25 Regarding Administrative Procedures and Appeals of Administrative Decisions**

DATE: **Regular Commission Meeting: November 18, 2025**

EXECUTIVE SUMMARY:

The Town recently received and processed an appeal from an administrative decision, pursuant to Section 82-101 of the Town's Code of Ordinances. In preparing for that appeal, and the subsequent appeal of that decision, Town staff recognized that this provision of the Code may need to be updated to reflect changes in law.

At the time Section 82-101 of the Code was adopted in 1976, there was a statutory provision that authorized the appointment of a Board of Zoning Adjustment (BZA) to hear appeals of decisions made by administrative officers of municipalities and provided that appeals of such decisions by the BZA were to be taken to the circuit court. That statutory provision has since been repealed and there is no statutory method of appeal from such a decision of the BZA. Since there is no provision in the Town Code or Florida Statutes providing for appeal of the BZA decision related to the appeal of a decision made by an administrative officer of the Town, the decision of the BZA on an appeal taken under Section 82-101 is final.

The proposed Ordinance eliminates Section 82-101 and, in its place, creates Section 82-32 regarding appeals of administrative decisions. This new section provides for appeals of administrative decisions to be heard by the appointed Special Magistrate or Code Enforcement Board, at the Town's discretion. The Magistrate and Code Board operate under a statutorily provided framework for quasi-judicial proceedings. This statutory procedure includes an opportunity for an aggrieved party to appeal the Magistrate/Code Board's decision to the circuit court. This change achieves the same end result as the language of Section 82-101 did at the time it was adopted. The proposed new section of the Code includes procedures for notice, timing, evidence, fees, level of review, and written decisions consistent with the statutory provisions for hearings before a Magistrate/Code Board and legal standards for appeals of administrative decisions.

The change in procedure and hearing officer for the appeals of administrative decisions is being suggested to provide the availability of a second-tier appeal to the circuit court. Decisions of the BZA on an appeal from an administrative decision are not appealable to

the circuit court. The Commission may determine the BZA is the appropriate body to hear administrative appeals. In which case, the Commission may decide an appeal to the BZA is sufficient and no further opportunity to appeal is necessary. The Commission may alternatively decide to provide for an appeal of the BZA decision to the Commission, instead of circuit court. Either way, if the Commission desires the BZA to continue hearing administrative appeals, the proposed Ordinance should not be adopted and staff will bring forward another Ordinance that includes procedures for notice, timing, evidence, fees, level of review, and written decisions consistent with the requirements for quasi-judicial hearings and legal standards for appeals of administrative decisions.

The proposed Ordinance also includes changes to Chapter 82, Article II, Division 4 related to administrative variances for setbacks to more accurately reflect that the authority granted to the building official in this Division is in the form of a waiver, not a variance. This Division provides requirements and conditions under which the building official shall approve alterations to the required setbacks. The basic requirements are that the setback encroachment is limited to a certain distance based on the type of encroachment; that the neighbors, after receiving notice, have not filed letters of objection; the setback violation was not intentional, and was part of permitted construction, and was created prior to September 26, 2006. This setting of conditions under which relief is guaranteed is consistent with a waiver.

Consideration of a request for variance, on the other hand, is a quasi-judicial proceeding. A variance requires certain findings as to the presence of an exceptional or unique hardship that is not self-created and is not merely economic disadvantage. These factors and the quasi-judicial nature of the procedures for a variance are not considered under the provisions for “administrative variances for setbacks” in the Town Code. The Town Code does provide for variances to be approved by the BZA in Chapter 82, Article II, Division 3, Subdivision III. The provisions in this portion of the Code align with the legal requirements for determination of variances.

RECOMMENDATION:
Approve Ordinance No. 474-25 with any modifications at first reading.

ORDINANCE NO. 474-25

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, PERTAINING TO CHAPTER 82, ZONING, ARTICLE II, ADMINISTRATION, AMENDING DIVISION 3, BOARD OF ZONING ADJUSTMENT, BY REPEALING SUBDIVISION II, ADMINISTRATIVE REVIEW, AND AMENDING DIVISION 1, GENERALLY, BY ADDING SECTION 82-32, APPEALS OF ADMINISTRATIVE DECISIONS, AND AMENDING DIVISION 4, ADMINISTRATIVE VARIANCES FOR SETBACKS, REGARDING ADMINISTRATIVE PROCEDURES AND APPEALS OF ADMINISTRATIVE DECISIONS; PROVIDING FOR APPLICABILITY, ENFORCEMENT, AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, 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 has granted administrative decision-making authority in regards to its zoning regulations; and

WHEREAS, the Town Commission desires to update its procedures and appeals of administrative decisions regarding the zoning code to be consistent with changes in Florida law; and

WHEREAS, to ensure due process and protect the health, safety, and welfare of residents, the Town Commission finds it necessary to address the procedures and appeals of administrative decisions.

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

Section 1: Repeal

Subdivision II, Administrative Review, of Division 3, Board of Zoning Adjustment, of Article II, Administration, of Chapter 82, Zoning, is hereby repealed in its entirety.

Section 2: Chapter 82, Zoning, Article II, Administration, Division 1, Generally, is hereby amended by adding thereto a new Section 82-32, Appeals of Administrative Decisions, to read as follows:

Sec. 82-32. – Appeals of Administrative Decisions.

(a) Decisions of administrative officials of the Town related to this Chapter may be appealed to the Code Enforcement Board or Special Magistrate appointed by the Town under Sections 18-116 and 18-117 of the code. Whether the appeal is heard by the Code Enforcement Board or the Special Magistrate is at the discretion of the Town.
(b) Appeal rights under this Section are limited to the subject property owner, the contractor applicant, and the adjacent property owner.
(c) The appeal must be taken within thirty (30) days of the administrative decision, determination, order or requirement being appealed by filing a written notice of appeal with the Town Manager in a form prescribed by the town.
(d) The appeal shall be based on the record evidence relied upon by the administrative official in making his/her decision, which shall include submissions from the applicant.
(e) At the time the notice of appeal is filed, the appellant shall pay the Town Clerk a filing fee of $2000.00. The filing fee shall be used to cover the town attorney's fees, the magistrate's fees, other professional fees and any expenses related to the appeal.
(f) The Town Manager shall set the date and time for the hearing of the appeal. Notice of the hearing shall be provided at least ten (10) prior to the hearing and shall be sent by regular mail and/or electronic mail to the appellant at the address provided in the appeal and to the subject property owner, if not the appellant.
(g) The hearing before the Special Magistrate or Code Enforcement Board shall be quasi-judicial in nature. The Special Magistrate or Code Enforcement Board shall consider the application on appeal, the appeal, and other relevant documentation reviewed by the administrative official. The hearing shall be a review of the record on appeal and shall not be a hearing de novo.
(h) The Special Magistrate or Code Enforcement Board may affirm or reverse the decision of the administrative official, in whole or in part. The decision of the Special Magistrate or Code Enforcement Board shall be in writing and filed with the Town Clerk.

Section 3: Chapter 82, Zoning, Article II, Administration, Division 4, Administrative Variances for Setbacks, is hereby amended to read as follows (deletions are shown by ~~strikethrough~~; additions are underlined):

DIVISION 4. - ADMINISTRATIVE ~~VARIANCES~~ WAIVERS FOR SETBACKS

Sec. 82-141. - Authorized.

If the applicant meets the requirements set forth in this division, the town building official shall grant administrative ~~variances~~ waivers for certain building encroachments into the setbacks that do not exceed one foot and for certain concrete equipment pads that do not encroach more than three feet into the setbacks.

Sec. 82-142. - Procedure; criteria for granting.

An administrative ~~variance~~ waiver from the terms of this chapter shall be granted if the following requirements and conditions are fulfilled:

(1) The applicant shall submit a written application for an administrative ~~variance~~ waiver to the town building official in a form prescribed by the town building official, together with a filing fee of $400.00. The town building official may require that the applicant deposit monies into a town escrow account to cover the costs and professional fees, including attorney fees the town incurs to review the application. Any monies not expended shall be returned to the applicant. The professional fees and costs incurred in connection with the town's review of any application for an administrative ~~variance~~ waiver must be paid prior to the town's issuance of the ~~variance~~ waiver.

(2) The applicant shall provide the town building official with a certificate certifying the applicant's ownership of the property which is the subject of the administrative ~~variance~~ waiver, and certifying the name and address shown in the official records of the Martin County Tax Collectors Office of all owners of property located adjacent to the property which is the subject of the administrative ~~variance~~ waiver.

(3) The applicant shall provide the town building official all relevant information and documents which support the administrative ~~variance~~ waiver application for the encroaching structure(s) including: (i) a building permit with the building permit application number indicated on it; (ii) permit drawings, plans, or surveys; and (iii) Two 24″ × 36″ and one 8.5″ × 11″ current as-built surveys. The as-built surveys shall:

a. Be prepared by a licensed surveyor registered in Florida in accordance with the minimum technical standards established by the Florida Board of Professional Surveyors and Mappers;

b. Be dated not more than 90 days prior to the application;

c. Contain the address of the property, including street name and number, and show the proximity of all boundary streets;

d. Show the location of all buildings, structures, and above-ground encroachments and improvements;

e. Show all setback requirements under the Town Code;

f. Show the location and identification of all encroachments into setbacks under this Code, including the type of improvement comprising the encroachment and specifically identifying any encroachment that is the subject of the application;

g. Contain a certification to the Town of Sewall's Point; and

h. Contain any other information the town building official may require to demonstrate that the applicant is entitled to an administrative ~~variance~~ waiver.

(4) The applicant shall provide the town building official with either:

a. Letters of no objection from all adjacent property owners; or

b. Proof that a copy of the administrative ~~variance~~ waiver application has been sent to all adjacent property owners, at the mailing address listed in the tax collector's office, by certified mail return receipt requested with a written notice informing them that any objections they may have to the requested administrative ~~variance~~ waiver must be filed with the town clerk within 15 days of the date that the notice was mailed.

(5) The town building official shall grant the ~~variance~~ waiver if the building official finds that all of the following criteria are met:

a. The building encroachment is no greater than one foot, or the equipment pad encroachment is no greater than three feet, into the setback requirement in effect on the date that the encroachment was created;

b. Either letters of no objection have been filed by the applicant for all adjacent property owners, or 15 days have passed since the mailing to adjacent neighbors informing them of their right to file an objection with the town clerk, and no letters of objection to the administrative ~~variance~~ waiver application have been timely filed.

c. The structure(s) for which a ~~variance~~ waiver is sought was constructed under a valid permit.

d. The setback violation was a good faith error and was not intentional.

e. Provided the setback violation existed prior to September 26, 2006.

Sec. 82-143. - Recording of approval and survey.

Upon approval of the administrative ~~variance~~ waiver, the town clerk shall record the building official's approval in the Martin County, Florida public records. The applicant shall be responsible for the recording costs incurred by the town and shall pay the town such costs prior to the recordation of any documents.

Sec. 82-144. - Appeals.

An administrative appeal from a decision of the building official under this section may be taken by the applicant under section 82-32 ~~82-101~~ of the Code. The administrative appeal may proceed concurrently with an application for a variance before the board of zoning adjustment, at the election of the applicant. If proceeding concurrently, the decision on the administrative appeal or on the variance may render the decision on the other moot. Should the applicant decide to concurrently pursue the administrative appeal and the application for a variance before the board of zoning adjustment, all required fees for processing the appeal and the application shall be paid to the town and shall be retained by the town even if one or the other is abandoned as moot.

Section 4: Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such decision shall not affect the validity of the remaining portions of the Ordinance.

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 7: Effective Date

This Ordinance shall become effective immediately upon adoption at second reading.

PASSED AND ADOPTED this ____ day of _____**,** 2025.

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

	AYE	NAY
DAVE KURZMAN, MAYOR	____	____
VINNY BARILE, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
KAIJA MAYFIELD, COMMISSIONER	____	____
FRANK TIDIKIS, COMMISSIONER	____	____

Passed first reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2025.

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

	AYE	NAY
DAVE KURZMAN, MAYOR	____	____
VINNY BARILE, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
KAIJA MAYFIELD, COMMISSIONER	____	____
FRANK TIDIKIS, COMMISSIONER	____	____

Passed second reading at the Regular Meeting of the Town Commission held on the ___ day of_____, 2025. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this _____day of _____, 2025.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Dave Kurzman, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Maria Pierce, Acting Town Clerk

By: _____
Glen J. Torcivia, Town Attorney

(Town Seal)

TOWN OF SEWALL'S POINT

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

FROM: **Maria Pierce, Finance Director**

THROUGH: **Robert Daniels, Town Manager**

SUBJECT: **Resolution No. 996-25 – Budget Amendment #2 Fiscal Year 24-25**
Town Commission Meeting, November 18, 2025

Background:

On September 11, 2025 the Commission approved Budget Amendment #1 authorizing a "Loan" from the General Fund to the Capital Fund of $2,500,000 to assist with cash flow shortages due to the current construction projects and grant reimbursement timing. Originally this was entered as a transfer, which is why a budget amendment was approved. However, to better track this transaction, as it may overlap an additional fiscal years, it was determined that recording the transaction as an actual loan would carry forward on the balance sheet if needed. As of this date, the Capital Fund has not been able to repay the General Fund, due to the delay in reimbursement from the HMGP Grant.

Additionally, the Building Fund revenues received were approximately 4% under budget, requiring additional reserves to be utilized to cover expenses for the year.

2025 General Fund Revenue Changes:

1. Reserve Utilization Reduced by $2,500,000

2025 General Fund Expense Changes:

1. Transfer to Capital Fund Reduced by $2,500,000

Budget Summary Impact on General Fund:

General Fund – Net Change (decrease) in Budget	$	2,500,000.00

2025 Building Fund Revenue Changes:

1. Reserve Utilization Increased - $10,300.00

2025 Building Fund Expense Changes:

1. Overtime - Storm - $1,500
2. Engineering Services - $1,900
3. Audit Services - $6,900
4. Insurance/Property/Liability - $12,500

Budget Summary Impact on Building Fund:

Building Fund – Net Change (increase) in Budget	$	22,800.00

2025 Capital Fund Expense Changes:

1. Transfer from General Fund Reduced by $2,500,000
2. FDEP – 23FRP06 Increased by $2,500,000

Budget Summary Impact on Capital Fund:

General Fund – Net Change (decrease) in Budget	$	0.00

Recommendation: Staff recommends approval of Resolution No. 996-25, Budget Amendment #2 as presented.

RESOLUTION NO. 996-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING AN AMENDMENT TO THE 2024-2026 FISCAL YEAR BUDGET; DIRECTING THE TOWN MANAGER TO TAKE ACTION TO IMPLEMENT BUDGET AMENDMENT #2; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission adopted the budget for Fiscal Year 2024-2025; and

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

WHEREAS, the Town Commission finds it necessary to amend the 2024-2025 Fiscal Year budget as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Commission finds that Budget Amendment #2 is in the best interest of the public health, safety and welfare.

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

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

Section 2. The Town Commission hereby approves the 2024-2025 Fiscal Year Budget amendments as set forth in **Exhibit A** attached hereto.

Section 3. The Town Manager is directed to take any and all action necessary to accomplish Budget Amendment #2 and the purposes of this resolution.

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

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

	AYE	NAY
DAVE KURZMAN, MAYOR	____	____
VINNY BARILE, VICE MAYOR	____	____
FRANK FENDER, COMMISSIONER	____	____
KAIJA MAYFIELD, COMMISSIONER	____	____
FRANK TIDIKIS, COMMISSIONER	____	____

The Town Manager thereupon declared this Resolution No. 996-25 approved and adopted by the Town Commission of the Town of Sewall's Point on this _____day of November 2025.

TOWN OF SEWALL'S POINT, FLORIDA

_____
Dave Kurzman, Mayor

ATTEST:

_____
Maria Pierce, Acting Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
Fund 001 - GENERAL FUND				
Revenues				
001-000-311.000	AD VALOREM TAXES	3,150,233.00		3,150,233.00
001-000-315.000	COMMUNICATIONS SERVICES TAX	50,000.00		50,000.00
001-000-316.000	LOCAL BUSINESS TAX	1,500.00		1,500.00
001-000-320.000	RETAINED EARNINGS	0.00		0.00
001-000-323.100	ELECTRIC FRANCHISE FEES	200,000.00		200,000.00
001-000-329.001	PLANNING & ZONING FEES	5,000.00		5,000.00
001-000-334.363	FLORIDA DEO GRANT	0.00		0.00
001-000-335.120	STATE REVENUE SHARING	86,471.00		86,471.00
001-000-335.150	STATE REVENUE SHARING - ALCOHOLIC BI	1,500.00		1,500.00
001-000-335.180	SALES TAX	293,139.00		293,139.00
001-000-335.190	DISCRETIONARY SALES TAX (RESTRICTED	0.00		0.00
001-000-337.200	LOCAL GRANT - PD	0.00		0.00
001-000-351.300	CIVIL FINES	0.00		0.00
001-000-351.500	TRAFFIC FINES	10,000.00		10,000.00
001-000-351.501	POLICE EDUCATION - TRAFFIC FINES	1,200.00		1,200.00
001-000-351.901	CODE ENFORCEMENT VIOLATIONS	2,500.00		2,500.00
001-000-354.000	FINES-LOCAL ORDINANCE VIOLATIONS TRI	1,000.00		1,000.00
001-000-361.100	INTEREST	50,000.00		50,000.00
001-000-366.001	CONTRIBUTIONS - SEPTIC TO SEWER	0.00		0.00
001-000-366.003	CONTRIBUTIONS - TOWN EVENTS	0.00		0.00
001-000-366.004	CONTRIBUTIONS - POLICE DEPARTMENT	0.00		0.00
001-000-366.005	CONTRIBUTIONS - PLAYGROUND	0.00		0.00
001-000-367.000	TOWN LICENSES	7,000.00		7,000.00
001-000-369.900	MISCELLANEOUS REVENUE	2,000.00		2,000.00
001-000-369.901	MISCELLANEOUS REVENUE POLICE	0.00		0.00
001-000-369.902	MISC REVENUE - PARK	1,200.00		1,200.00
001-000-381.000	RESERVE UTILIZATION	2,690,928.00	(2,500,000.00)	190,928.00
001-000-384.001.01	SEACOAST BANK NOTE	0.00		0.00
TOTAL REVENUES		6,553,671.00	(2,500,000.00)	4,053,671.00
Expenditures				
Dept 512 - EXECUTIVE				
001-512-512.000	SALARIES & WAGES	79,320.00		79,320.00
001-512-521.000	FICA	6,068.00		6,068.00
001-512-522.000	RETIREMENT	11,898.00		11,898.00
001-512-523.000	HEALTH INSURANCE	18,897.00		18,897.00
001-512-523.003	LIFE & DISABILITY INSURANCE	600.00		600.00
001-512-531.000	PROFESSIONAL SERVICES	115,000.00		115,000.00
001-512-531.003	GRANT SERVICES	0.00		0.00
001-512-531.004	PLANNING SERVICES	20,000.00		20,000.00

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
001-512-531.100	COMPREHENSIVE PLANNING SERVICES	0.00		0.00
001-512-531.101	MASTER PLANNING SERVICES	0.00		0.00
001-512-532.000	AUDIT SERVICES	30,000.00		30,000.00
001-512-541.000	COMMUNICATION NETWORK	3,000.00		3,000.00
001-512-542.000	POSTAGE	0.00		0.00
001-512-547.000	PRINTING	0.00		0.00
001-512-548.000	TOWN EVENTS	14,000.00		14,000.00
001-512-549.001	OTHER GENERAL GOVERNMENT	25,000.00		25,000.00
001-512-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	3,500.00		3,500.00
001-512-555.000	TRAINING/EDUCATION	1,000.00		1,000.00
001-512-591.301	TRANSFER TO CAPITAL PROJECTS	0.00		0.00
Total Dept 512 - EXECUTIVE		328,283.00	0.00	328,283.00
Dept 513 - FINANCE				
001-513-512.000	SALARIES & WAGES	65,707.00		65,707.00
001-513-521.000	FICA	5,027.00		5,027.00
001-513-522.000	RETIREMENT	9,856.00		9,856.00
001-513-523.000	HEALTH INSURANCE	13,500.00		13,500.00
001-513-523.003	LIFE & DISABILITY INSURANCE	650.00		650.00
001-513-531.000	PROFESSIONAL SERVICES	20,000.00		20,000.00
001-513-549.000	BANK FEES	480.00		480.00
001-513-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	240.00		240.00
001-513-555.000	TRAINING/EDUCATION	2,000.00		2,000.00
Total Dept 513 - FINANCE		117,460.00	0.00	117,460.00
Dept 514 - LEGAL				
001-514-531.301	LEGAL COUNSEL - GENERAL	80,000.00		80,000.00
001-514-531.302	LEGAL COUNSEL - BZA	3,000.00		3,000.00
001-514-531.303	LEGAL COUNSEL - CEB	12,000.00		12,000.00
001-514-531.304	LEGAL COUNSEL - LITIGATION	10,000.00		10,000.00
001-514-531.306	LEGAL SERVICES - POLICE UNION MATTER	10,000.00		10,000.00
Total Dept 514 - LEGAL		115,000.00	0.00	115,000.00
Dept 517 - DEBT SERVICE				
001-517-571.000	DEBT SERVICE - PRINCIPAL	68,772.00		68,772.00
001-517-572.000	DEBT SERVICE - INTEREST	82,008.00		82,008.00
Total Dept 517 - DEBT SERVICE		150,780.00	0.00	150,780.00
Dept 519 - GOVERNMENTAL SERVICES				
001-519-512.000	SALARIES & WAGES	78,389.00		78,389.00
001-519-514.002	OVERTIME - STORM	1,200.00		1,200.00
001-519-517.000	SICK LEAVE INCENTIVE	1,000.00		1,000.00
001-519-521.000	FICA	6,000.00		6,000.00
001-519-522.000	RETIREMENT	12,000.00		12,000.00

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
001-519-523.000	HEALTH INSURANCE	29,500.00		29,500.00
001-519-523.003	LIFE & DISABILITY INSURANCE	600.00		600.00
001-519-524.000	WORKERS' COMPENSATION INSURANCE	24,000.00		24,000.00
001-519-531.000	PROFESSIONAL SERVICES	0.00		0.00
001-519-540.000	TRAVEL	0.00		0.00
001-519-541.000	COMMUNICATION NETWORK	7,740.00		7,740.00
001-519-541.001	IT SERVICE AGREEMENT MCSO	0.00		0.00
001-519-541.002	COMMUNICATIONS WEB HOSTING	9,337.00		9,337.00
001-519-541.003	IT SERVICE LEVEL AGREEMENTS MC	28,580.00		28,580.00
001-519-542.000	POSTAGE	3,000.00		3,000.00
001-519-543.000	UTILITIES	60,000.00		60,000.00
001-519-545.000	INSURANCE - PROPERTY & LIABILITY	115,000.00		115,000.00
001-519-546.000	STREETLIGHT & SIGN MAINTENANCE	0.00		0.00
001-519-546.003	LANDSCAPING MAINTENANCE	48,000.00		48,000.00
001-519-546.004	VEHICLE MAINTENANCE	2,500.00		2,500.00
001-519-546.005	BUILDING & FACILITIES MAINTENANCE	25,000.00		25,000.00
001-519-546.006	PARKS MAINTENANCE	20,400.00		20,400.00
001-519-546.007	TREE MAINTENANCE	24,000.00		24,000.00
001-519-546.008	STREET MAINTENANCE	24,000.00		24,000.00
001-519-547.000	PRINTING	10,000.00		10,000.00
001-519-549.001	OTHER GENERAL GOVERNMENT	0.00		0.00
001-519-551.000	OFFICE SUPPLIES	17,200.00		17,200.00
001-519-552.000	FUEL AND OIL	1,000.00		1,000.00
001-519-552.001	ARCHIVES AND STORAGE	8,400.00		8,400.00
001-519-552.003	ORDINANCE CODIFICATION	3,000.00		3,000.00
001-519-552.004	SOFTWARE/LICENSING	9,815.00		9,815.00
001-519-552.005	OPERATING SUPPLIES	1,400.00		1,400.00
001-519-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	350.00		350.00
001-519-555.000	TRAINING/EDUCATION	5,000.00		5,000.00
001-519-562.000	BUILDING IMPROVEMENTS	0.00		0.00
001-519-562.001	TOWN HALL CIP	0.00		0.00
001-519-564.003	TOWN HALL EQUIPMENT	50,000.00		50,000.00
Total Dept 519 - GOVERNMENTAL SERVICES		626,411.00	0.00	626,411.00
Dept 521 - POLICE				
001-521-512.000	SALARIES & WAGES	863,695.00		863,695.00
001-521-514.000	OVERTIME	15,000.00		15,000.00
001-521-514.001	OVERTIME - COURT TIME	2,000.00		2,000.00
001-521-514.002	OVERTIME - STORM	6,000.00		6,000.00
001-521-514.014	OVERTIME - SSPR PHASE 3 TRAFFIC CONT	10,000.00		10,000.00
001-521-515.001	SPECIAL PAY - FTO/BOOTS	4,000.00		4,000.00
001-521-515.002	PD MILEAGE	28,800.00		28,800.00
001-521-515.003	PD STATUTORY INCENTIVE	10,000.00		10,000.00
001-521-517.000	SICK LEAVE INCENTIVE	6,300.00		6,300.00

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
001-521-521.000	FICA	66,100.00		66,100.00
001-521-522.000	RETIREMENT	130,000.00		130,000.00
001-521-523.000	HEALTH INSURANCE	168,000.00		168,000.00
001-521-523.003	LIFE & DISABILITY INSURANCE	6,000.00		6,000.00
001-521-531.000	PROFESSIONAL SERVICES	15,000.00		15,000.00
001-521-534.002	CONTRACTED SERVICES	50,000.00		50,000.00
001-521-541.000	COMMUNICATION NETWORK	9,232.00		9,232.00
001-521-545.000	INSURANCE - PROPERTY & LIABILITY	1,000.00		1,000.00
001-521-546.002	EQUIPMENT MAINTENANCE	5,000.00		5,000.00
001-521-546.004	VEHICLE MAINTENANCE	22,000.00		22,000.00
001-521-547.000	PRINTING	1,700.00		1,700.00
001-521-551.000	OFFICE SUPPLIES	1,000.00		1,000.00
001-521-552.000	FUEL AND OIL	30,000.00		30,000.00
001-521-552.004	SOFTWARE/LICENSING	0.00		0.00
001-521-552.005	OPERATING SUPPLIES	10,000.00		10,000.00
001-521-552.006	ENFORCEMENT SUPPLIES	12,500.00		12,500.00
001-521-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	10,000.00		10,000.00
001-521-555.000	TRAINING/EDUCATION	9,000.00		9,000.00
001-521-564.000	MACHINERY & EQUIPMENT	75,000.00		75,000.00
001-521-564.001	VEHICLES	0.00		0.00
Total Dept 521 - POLICE		1,567,327.00	0.00	1,567,327.00
Dept 522 - FIRE				
001-522-534.001	FIRE RESCUE CONTRACTED	763,061.00		763,061.00
Total Dept 522 - FIRE		763,061.00	0.00	763,061.00
Dept 581 - INTERFUND TRANSFERS				
001-581-591.301	TRANSFER TO CAPITAL PROJECTS	385,349.00	0.00	385,349.00
001-581-591-301-GFL		2,500,000.00	(2,500,000.00)	0.00
Total Dept 581 - INTERFUND TRANSFERS		2,885,349.00	(2,500,000.00)	385,349.00
Dept 000 - RESERVE				
001-000-582-000	RESERVE ADDITION	0.00	0.00	0.00
Total Dept 500 - RESERVE		0.00	0.00	0.00
TOTAL EXPENDITURES		6,553,671.00	(2,500,000.00)	4,053,671.00
Fund 001 - GENERAL FUND:				
TOTAL REVENUES		6,553,671.00	(2,500,000.00)	4,053,671.00
TOTAL EXPENDITURES		6,553,671.00	(2,500,000.00)	4,053,671.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
Fund 101 - BUILDING PERMIT FUND				
Revenues				
101-000-322.000	BUILDING PERMIT FEES	430,000.00		430,000.00
101-000-322.001	TECHNOLOGY FEE	7,000.00		7,000.00
101-000-322.003	SITE PLAN REVIEWS	5,000.00		5,000.00
101-000-381.000	RESERVE UTILIZATION	21,603.00	22,800.00	44,403.00
TOTAL REVENUES		463,603.00	22,800.00	486,403.00
Expenditures				
Dept 524 - BUILDING				
101-524-512.000	SALARIES & WAGES	303,060.00		303,060.00
101-524-514.002	OVERTIME - STORM	0.00	1,500.00	1,500.00
101-524-517.000	SICK LEAVE INCENTIVE	1,000.00		1,000.00
101-524-521.000	FICA	23,184.00		23,184.00
101-524-522.000	RETIREMENT	45,459.00		45,459.00
101-524-523.000	HEALTH INSURANCE	40,000.00		40,000.00
101-524-523.003	LIFE & DISABILITY INSURANCE	2,000.00		2,000.00
101-524-524.000	WORKERS' COMPENSATION INSURANCE	5,000.00		5,000.00
101-524-531.002	BUILDING INSPECTOR SERVICES	3,000.00		3,000.00
101-524-531.500	ENGINEERING SERVICES	5,000.00	1,900.00	6,900.00
101-524-532.000	AUDIT SERVICES	0.00	6,900.00	6,900.00
101-524-534.002	CONTRACTED SERVICES	0.00		0.00
101-524-541.000	COMMUNICATION NETWORK	1,400.00		1,400.00
101-524-541.004	TECHNOLOGY EXPENSE	6,000.00		6,000.00
101-524-542.000	POSTAGE	500.00		500.00
101-524-545.000	INSURANCE - PROPERTY & LIABILITY	10,000.00	12,500.00	22,500.00
101-524-546.004	VEHICLE MAINTENANCE	2,000.00		2,000.00
101-524-551.000	OFFICE SUPPLIES	4,500.00		4,500.00
101-524-552.000	FUEL AND OIL	1,200.00		1,200.00
101-524-552.001	ARCHIVES AND STORAGE	0.00		0.00
101-524-552.004	SOFTWARE/LICENSING	7,500.00		7,500.00
101-524-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,300.00		1,300.00
101-524-555.000	TRAINING/EDUCATION	1,500.00		1,500.00
101-524-562.000	BUILDING IMPROVEMENTS	0.00		0.00
101-524-564.000	MACHINERY & EQUIPMENT	0.00		0.00
Total Dept 524 - BUILDING		463,603.00	22,800.00	486,403.00
Fund 101 - BUILDING PERMIT FUND:				
TOTAL REVENUES		463,603.00	22,800.00	486,403.00
TOTAL EXPENDITURES		463,603.00	22,800.00	486,403.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00

Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
Fund 301 - CAPITAL PROJECTS				
Revenues				
301-000-312.410	GAS TAX	145,000.00		145,000.00
301-000-312.420	GAS TAX SECOND LOCAL OPTION	100,000.00		100,000.00
301-000-325.200	BUILDING DEPT ROAD IMPROVEMENT FEE	150,000.00		150,000.00
301-000-331.352.00	HMGP 4283-84-A H0603	0.00		0.00
301-000-331.353	HMGP GRANT	3,802,728.00		3,802,728.00
301-000-334.362	FDEP 23FRP07 - SEPTIC TO SEWER	7,650,000.00		7,650,000.00
301-000-334.366.02	LEGISLATIVE APPROPRIATIONS	1,000,000.00		1,000,000.00
301-000-334.367	FEDP - 22FRP103	6,170,000.00		6,170,000.00
301-000-334.369	FDEP - 23FRP06	400,000.00	2,500,000.00	2,900,000.00
301-000-335.190	DISCRETIONARY SALES TAX (RESTRICTED	0.00		0.00
301-000-337.310	MARTIN COUNTY ILA - WATER LINES	0.00		0.00
301-000-354.000	FINES-LOCAL ORDINANCE VIOLATIONS TRI	0.00		0.00
301-000-361.100	INTEREST	0.00		0.00
301-000-366.001	CONTRIBUTIONS - SEPTIC TO SEWER	0.00		0.00
301-000-381.000	RESERVE UTILIZATION	1,842,969.00		1,842,969.00
301-000-381.001	TRANSFER FROM GENERAL FUND	2,885,349.00	(2,500,000.00)	385,349.00
TOTAL REVENUES		24,146,046.00	0.00	24,146,046.00
Expenditures				
Dept 519 - GOVERNMENTAL SERVICES				
301-519-531.400	ENGINEERING SERVICES	75,000.00		75,000.00
301-519-531.401	ENGINEERING SERVICES - GRANT RELATE	0.00		0.00
301-519-531.503	CEI SERVICES	0.00		0.00
301-519-538.400	ENGINEERING SERVICES	0.00		0.00
301-519-546.003	LANDSCAPING MAINTENANCE	46,000.00		46,000.00
301-519-546.005.01	BUILDING & FACILITIES MAINTENANCE	0.00		0.00
301-519-562.000	BUILDING IMPROVEMENTS	0.00		0.00
Total Dept 519 - GOVERNMENTAL SERVICES		121,000.00	0.00	121,000.00
Dept 538 - STORMWATER				
301-538-531.400	ENGINEERING SERVICES	250,000.00		250,000.00
301-538-546.001	STORMWATER-INLET-OUTFALL MAINTENAI	125,000.00		125,000.00
301-538-562.000.01	BUILDING IMPROVEMENTS	20,000.00		20,000.00
301-538-563.002	STORMWATER IMPROVEMENTS	23,470,046.00		23,470,046.00
Total Dept 538 - STORMWATER		23,865,046.00	0.00	23,865,046.00
Dept 541 - STREETS AND BRIDGES				
301-541-546.000	STREETLIGHT & SIGN MAINTENANCE	15,000.00		15,000.00
301-541-546.007	TREE MAINTENANCE	20,000.00		20,000.00
301-541-546.008	STREET MAINTENANCE	25,000.00		25,000.00

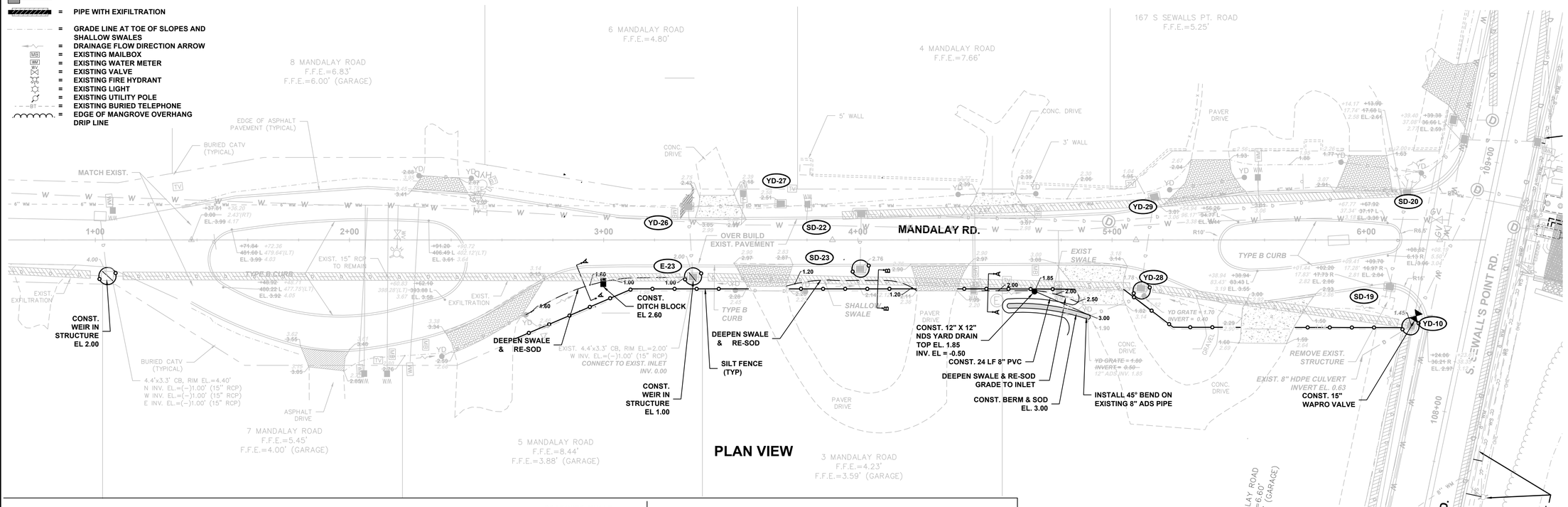
Town of Sewall's Point
Resolution No. 966-25
Exhibit A

Account Number	Description	Original Budget	Budget Amendment #1	Amended Budget
301-541-546.009	BRIDGE MAINTENANCE	100,000.00		100,000.00
301-541-563.030	ROAD & BRIDGE CAPITAL PROJECTS	0.00		0.00
301-541-582.000	RESERVE ADDITION	0.00		0.00
Total Dept 541 - STREETS AND BRIDGES		160,000.00	0.00	160,000.00
TOTAL EXPENDITURES		24,146,046.00	0.00	24,146,046.00
Fund 301 - CAPITAL PROJECTS:				
TOTAL REVENUES		24,146,046.00	0.00	24,146,046.00
TOTAL EXPENDITURES		24,146,046.00	0.00	24,146,046.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00

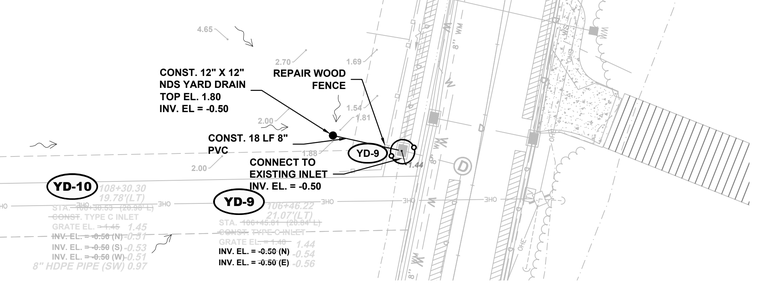
LEGEND

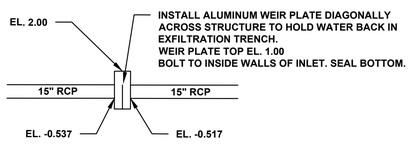
- = CONSTRUCT PAVEMENT AND OVER BUILD
- = ROADWAY DRAINAGE SYSTEM
- = YARD DRAINAGE SYSTEM
- = PIPE WITH EXIFILTRATION
- = GRADE LINE AT TOE OF SLOPES AND SHALLOW SWALES
- = DRAINAGE FLOW DIRECTION ARROW
- MB = EXISTING MAILBOX
- WM = EXISTING WATER METER
- = EXISTING VALVE
- = EXISTING FIRE HYDRANT
- = EXISTING LIGHT
- = EXISTING UTILITY POLE
- BT = EXISTING BURIED TELEPHONE
- = EDGE OF MANGROVE OVERHANG DRIP LINE

SCALE: 1" = 20 '



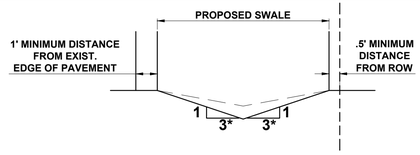
PLAN VIEW





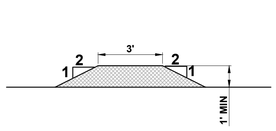
E-23 WEIR DETAIL

N.T.S.



TYPICAL SWALE DETAIL

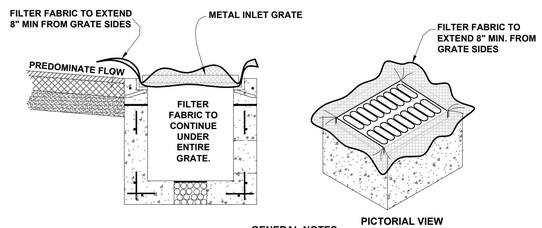
* SECTION A-A SWALES HAVE A 3:1 SIDE SLOPE
SECTION B-B SWALES HAVE A 2:1 SIDE SLOPE



DITCH BLOCK /BERM DETAIL

N.T.S.

1. CLEAN AREA OF UNSUITABLE MATERIALS
2. CONST. DITCH BLOCK I INDIVIDUAL LIFTS NOT EXCEEDING 12", WITH EACH LIFT COMPACTED TO A MIN. OF 95% OF THE SOIL'S MODIFIED PROCTOR MAX. DRY DENSITY (AASHTO T-180)
3. SOIL SHOULD EXHIBIT NO MORE THAN 12% FINES PASSING US STANDARD NO. 200 SIEVE

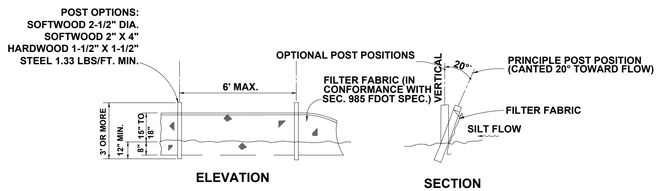


GENERAL NOTES

1. THIS INLET PROTECTION IS DESIGNED WITH FILTER FABRIC PROTRUDING 8" FROM SIDES FOR GRIPPING WHEN SEDIMENT NEEDS TO BE CLEARED AFTER FINAL CONSTRUCTION.
2. FILTER FABRIC TO BE INSTALLED AND TRIMMED BEFORE GRATE IS INSET.

FILTER FABRIC DETAIL

INLET PROTECTION



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

TYPE III SILT FENCE

N.T.S.

E-23
STA. 3+35.22 (14.61' R)
CONST. EXIST. INLET
GRATE EL. = 2.00
INV. EL. = -1.00 (SW)
INV. EL. = -0.50 (E)
INV. EL. = -0.50 (NW)

YD-26 3+33.27 12.95'(LT)
STA. ~~3+20.02 (13.79' L)~~
CONST. TYPE C INLET
GRATE EL. = ~~2.37~~ 2.36
INV. EL. = ~~-0.50~~ (SE) -0.53
INV. EL. = ~~-0.50~~ (NE) -0.51

SD-22 4+01.33 10.14'(LT)
STA. ~~3+90.19 (9.44' L)~~
CONST. TYPE C INLET
GRATE EL. = ~~2.81~~ 2.84
INV. EL. = ~~-0.50~~ (SE) -0.53
INV. EL. = ~~-0.50~~ (NE) -0.53

SD-23 4+00.88 11.36'(RT)
STA. ~~3+90.05 (10.65' R)~~
CONST. TYPE C INLET
GRATE EL. = ~~2.76~~ 2.76
INV. EL. = ~~-0.50~~ (NW) -0.49

YD-27 3+69.62 14.24'(LT)
STA. ~~3+69.61 (14.73' L)~~
CONST. TYPE C INLET
GRATE EL. = ~~2.61~~ 2.58
INV. EL. = ~~-0.50~~ (SW) -0.51

YD-28 5+11.33 18.97'(RT)
STA. ~~5+11.65 (18.48' R)~~
CONST. TYPE C INLET
GRATE EL. = ~~1.78~~ 1.82
INV. EL. = ~~-3.25~~ (N) -3.31
INV. EL. = ~~-0.50~~ (E) -0.52
INV. EL. = ~~-0.50~~ (W) -0.52

YD-29 5+16.61 16.95'(LT)
STA. ~~5+12.08 (16.91' L)~~
CONST. TYPE C INLET
GRATE EL. = ~~3.15~~ 3.10
INV. EL. = ~~-3.25~~ (S) -3.20
SLOT EL. = 1.32

SD-19 108+44.73 31.25'(RT)
STA. ~~108+47.50 (31.56' L)~~
CONST. DBL. VALLEY INLET
CONNECT TO EXIST. PIPE
GRATE EL. = ~~2.75~~ 2.70
INV. EL. = ~~-0.74~~ (N) -0.75

SD-20 108+80.14 31.78'(LT)
STA. ~~108+81.14 (31.78' L)~~
CONST. DBL. VALLEY INLET
CONNECT TO EXIST. PIPE
GRATE EL. = ~~2.49~~ 2.81
INV. EL. = ~~-0.50~~ (SW) -0.52
INV. EL. = ~~-0.70~~ (S) -0.74
INV. EL. = ~~-0.50~~ (NE) -0.53

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THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007657

DATE: 03/20/25
DRAWN BY: DJH
DESIGNED BY: TLA
CHECKED BY: JWC
PROJECT No.: 023.127.3.1
HORZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 2'
CADD FILE:

NO.	DATE	BY	REVISIONS
2	10-30-2025	TLA	REVISED BID SET
1	03-20-2025	DJH	BID SET

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

S. SEWALL'S POINT RD. IMPROVEMENTS

TOWN OF SEWALL'S POINT - FLORIDA

MANDALAY RD. IMPROVEMENTS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 023.127.3.1
SHEET 1 OF 1

TOWN OF SEWALL'S POINT

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

FROM: **Robert Daniels, Town Manager**

SUBJECT: **Memorandum of Understanding with Palm Beach County PBA**

DATE: **Regular Commission Meeting – November 18, 2025**

EXECUTIVE SUMMARY:

The Town is in the last year of a three-year Collective Bargaining Agreement (CBA) with the Palm Beach County Police Benevolent Association (PBC-PBA). Per the agreement, there was an opener for wages, along with one item from each side. The CBA process will start again in the March 2026 timeframe for a successor agreement starting on October 1, 2026. The original agreement will expire on September 30, 2026.

To close out the final year in this agreement, we agreed to three items. The first is to give the same 4% cost-of-living raise to the police officers that was given to the regular employees. The PBC-PBA failed to meet the November 1, 2025, deadline for ratification; therefore, the pay increase will not be retroactive and will instead take effect on November 23, 2025, provided the Town Commission approves this MOU.

The second item was to clarify some language involving holidays to match the current practice of the Town. The last provision provided a raise for field training officers, who will receive an extra $20 for each day they train a new officer.

The agreement was approved by the Palm Beach County Police Benevolent Association at its only bargaining session with the Town on October 10, 2025.

RECOMMENDATION:

Staff recommends approval of this Memorandum of Understanding with the Palm Beach County PBA.

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 Articles 15, 25, and 32 as follows:

1. Article 15 has been modified as reflected in Exhibit A, which was Tentatively Agreed to by the Parties on October 10, 2025.
2. Article 25 has been modified as reflected in Exhibit B, which was Tentatively Agreed to by the Parties on October 10, 2025.
3. Article 32 has been modified as reflected in Exhibit C, which was Tentatively Agreed to by the Parties on October 10, 2025.
4. The modifications to Articles 15, 25 and 32 shall be implemented retroactively to October 1, 2025, upon ratification of this MOU by both Parties, provided such ratification occurs on or before November 1, 2025.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives.

THE TOWN OF SEWALL'S POINT

_____
Town Manager

_____
Town Clerk

THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

_____
President, Palm Beach County Police Benevolent Association, Inc.

Date of Ratification by Bargaining Unit: 11/3/25

Date of Ratification by the Town: _____

10/10/2025

TME

TOWN OF SEWALL'S POINT

MEMORANDUM

TO: Town Commissioners

FROM: Robert Daniels, Town Manager

SUBJECT: Town Commission Appointments

DATE: New Business - November 18, 2025

Background:

At the November 12, 2024 Regular Commission Meeting, during the review of Appointments, the Commission approved the following (see attached matrix).

- Airport Noise Advisory Committee (ANAC)
  (Dave Kurzman)

- Treasure Coast Regional League of Cities (TCRLC)
  (Kaija Mayfield, Member; Vinny Barile, Alternate)

- Treasure Coast Regional Planning Council (TCRPC)
  (Vinny Barile)

- Metropolitan Planning Organization (MPO)
  (Kaija Mayfield, Member; Vinny Barile, Alternate)

- Tourist Development Council (TDC)
  (Frank Fender)

- Treasure Coast Council of Local Governments (TCCLG)
  (Vinny Barile, Member; Frank Tidikis, Alternate)

Recommendation:

Donna Gordon, Martin County Administrative Services Program Coordinator, is requesting the Commission update the Town's appointment to the Treasure Coast Regional Planning Council (TCRPC) for 2026. Terms are from November, 2025 – November, 2026.

If the Commission desires to make any changes to the remaining appointments, please take action.

2025 BOARD & COMMITTEE APPOINTMENTS			
BOARD	**MEMBER**	**ALTERNATE**	**Meetings**
Airport Noise Advisory Committee (ANAC)	Kurzman		Quarterly 4th Thursday - Aiport Maint. Bldg. Conference Room
Treasure Coast Regional League of Cities (TCRLC)	Mayfield	Barile	10 am 3rd Wed. every Month- Chamber of Commerce in St. Lucie County
Treasure Coast Regional Planning Council	Barile		
Metropolitan Planning Organization (MPO)	Mayfield	Barile	
Tourist Development Council (TDC)	Fender		3pm - MC Commission Chambers
Treasure Coast Council of Local Governments (TCCLG) Kim Moirano 226-1442	Barile	Tidikis	10 am 1st Wed. every Month- St. Lucie County Admin Annex
Florida League of Cities (FLC)	Any Commissioner Can Attend		Annual Conference
Florida League of Cities (FLC) - 2025-2026 Development, Code Compliance, and Redevelopment Committee	Barile		Friday, September 26, 2025, from 10am - 2pm at Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819; Friday, October 17, 2025, from 10am - 2pm at Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819; Thursday, December 4, 2025, from 10am to 12pm during the FLC Legislative Conference at the Renaissance Orlando at Sea World, 6677 Sea Harbor Drive, Orlando, FL 32821
Florida League of Cities (FLC) - 2025-2026 Municipal Operations Committee	Bob Daniels, Manager		Friday, September 26, 2025, from 10am - 2pm at Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819; Friday, October 17, 2025, from 10am - 2pm at Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819; Thursday, December 4, 2025, from 10am to 12pm during the FLC Legislative Conference at the Renaissance Orlando at Sea World, 6677 Sea Harbor Drive, Orlando, FL 32822

TOWN OF SEWALL'S POINT

MEMORANDUM

TO: Town Commission

FROM: Robert Daniels, Town Manager

SUBJECT: Board of Zoning Adjustment Vacancy

DATE: November 18, 2025

Summary:
In December 2025 the following board members' terms will expire:

Howard Preissman
H.B. Barrett
Yara Bashoor

H.B. Barrett and Yara Bashoor have confirmed that they would like to be re-nominated to continue serving until 2028 (applications attached). Howard Preissman has confirmed that he will be resigning at his expired term after serving on the BZA for seventeen (17) years. One alternate member, Douette Pryce (application attached), has requested to be considered for appointment to a full member status.

Staff advertised the opening(s) via The Stuart News, Town Spotlight email communications, and posting on website. No applications were received as a result of these publications.

Recommendation:
Appoint the current three (3) residents as regular members of the BZA to serve three-year terms expiring December 2028. Appoint one (1) resident to serve as an alternate member to serve a three-year term expiring December 2028.

Code of Ordinances:

DIVISION 3. BOARD OF ZONING ADJUSTMENT

Sec. 2-101. Established; membership; term of members.

(a) There shall be a board known as the board of zoning adjustment, which shall consist of five members appointed by the town commission.

(b) The town commission shall also appoint two alternate members of the board of zoning adjustment to serve at the request of the chair of the board of zoning adjustment if any regularly appointed member of the board of adjustment is unable to attend a meeting of the board.

(c) No regular member of the board of zoning adjustment or an alternate of the board of zoning adjustment shall be appointed who holds an elective public office or is a public employee or a public official, except in his capacity as a member of the board of zoning adjustment, and, further, such regular or alternate member of the board of zoning adjustment must be a resident of the town.

(d) Members of the board of zoning adjustment shall serve for overlapping terms of three years, or thereafter until their successors are appointed. Not more than a minority of the terms of such members shall expire in any one year.

(e) Vacancies for the unexpired term of any member of the board shall be filled by the town commission.

(Ord. No. 95, § XV.A.1—5, 11-17-1976)

TOWN OF SEWALL'S POINT, FLORIDA

APPLICATION TO SERVE ON TOWN BOARD

1. Name: H. B. Barrett Home Telephone: 772-247-7504
2. Address: 23 East High Point Road
Stuart FL 34996
3. Email Address hbbarrett@bellsouth.net
4. Business Name & Address: Retired N/A
5. Business Telephone: N/A
6. Brief Resume of Education and Experience:
Attached
7. Are you a registered voter in Sewall's Point? Yes ✓ No ___
8. Check the Board(s) for which you are applying: Board of Zoning Adjustment ✓
Code Enforcement ___
9. What are your qualifications to serve on this Board?
Able to review an application and make reasonable and justifiable decisions.
10. Why do you want to serve on this Board?
Community Service
11. Do you now have, or in the past three years had, any business dealings with the Town? If so, please explain:
Building permits only
12. Do you now have, or in the past three years had, any personal matters before any of these Boards? If so, please explain:
No
13. Would you consider serving on a different Board than you selected? Yes ___ No ✓

Signature: [signature] Date: 07-28-2020

NOTES: If you have any questions, please contact Town Manager at 287-2455 x.12. This application is effective for one year from the above date. If you are appointed to one of the Boards, THE STATE OF FLORIDA REQUIRES THAT YOU COMPLETE ITS FINANCIAL DISCLOSURE FORM. Please attach additional pages if needed to complete any item.

H.B. Barrett

23 East High Point Road, Stuart, FL 34996 (PH.) 772-247-7504 Email: hbbarrett@bellsouth.net

OBJECTIVE: Volunteer for worthwhile non-profit organizations. Retired business owner.

SKILLS: 40 years of sales and management experience including the startup, ownership, and sale of two successful small businesses.

WORK EXPERIENCE: 2008-2016 – Formed and owned Freightman LLC – Logistics company (freight broker) specializing in truck freight shipments within the continental United States and Canada. Primary business goal was to maintain acceptable company profit margins while reducing customer freight expense utilizing a large network of freight carriers.

1985-2007 – Formed and owned Barrett and Company, Inc. – Business Forms Distributor (printing broker) specializing in the sale of computer forms and checks to business and governmental locations in the Florida Keys. Included utility billing (100,000 mail pieces per month) for Florida Keys Aqueduct Authority, Keys Energy Services, and City of Key West.

1976-1989 – Sales, Sales Manager, and General Manager of office equipment dealerships in North Carolina and the Florida Keys (products included IBM PC, copiers, fax machines, and associated supplies).

VOLUNTEER EXPERIENCE OR LEADERSHIP: 1984-2020 – Rotary Club Member – Served on Board of Directors of three different clubs and held every club officer position, including President. Current treasurer of Stuart Sunrise Rotary and serve on Board of Directors

1984-2014 – Member and Ambassador of Islamorada, FL Chamber of Commerce.

2002-2014 – Florida Keys Electric Cooperative Board of Directors, a $100,000,000+ annual revenue non-profit electric utility. Served as Chair of Human Resources Committee, Chair of Member Services Committee, Chair of Finance and Audit Committee, and Treasurer of the Board of Directors.

2000-2012 – Member of the First State Bank of the Florida Keys Advisory Board of Directors.

2000-2016 – Crime Stoppers of the Florida Keys Board of Directors.

2010-2014 – Monroe County Tourist Development Commission DAC IV Board member

2013–2014 - Member of the Florida Bar Association 16th Judicial District Grievance Committee.

2017-2020 – Member and Ambassador of Stuart/Martin County Chamber of Commerce.

2018-2020 - Crime Stoppers of the Treasure Coast Board of Directors.

2017-2020 – Member of the Florida Bar Association 19th Judicial District Grievance Committee.

2019-2020 – Volunteer for Honor Flight Southeast Florida. Member of Public Speakers Group.

2018-2020 – Volunteer at U.S. Sailing Center, Jensen Beach, FL.

EDUCATION: 1975 - Bachelor of Science Business Administration (BSBA) – University of North Carolina at Chapel Hill.

TOWN OF SEWALL'S POINT, FLORIDA

RECEIVED
NOV 22 2022
By

APPLICATION TO SERVE ON TOWN BOARD

1. Name: Yara L. Bashoor Home Telephone: 772-238-0475

2. Address: 25 S. Sewall's Point Rd., Sewall's Point, FL 34996
Email Address : yarabashoor@gmail.com

3. Business Name & Address: Realtor® at One Sotheby's International Realty;
YB 887 LLC (real estate investment); preferable to use home address for business correspondence.

4. Business Telephone: 772-238-0475

5. Brief Resume of Education and Experience: Bachelor of Architecture, University of Miami, 1990; J.D. Magna Cum Laude, Nova Southeastern, 1996. Licensed in Florida and California with over 15 years of practice in business litigation and family law; investment and management of rental properties for over 25 years; launched successful eponymous handbag company; Realtor® at One Sotheby's International Realty, building first house, and planning a development in Jensen Beach.

6. Are you a registered voter in Sewall's Point? Yes X No ___

7. Check the Board(s) for which you are applying: Board of Zoning Adjustment X
Code Enforcement ___

8. What are your qualifications to serve on this Board?
I am an attorney with experience in resolving legal disputes. I have an in-depth understanding of laws and their underlying purposes. I am knowledgeable about the building process and real estate. I have read online the town's ordinances dating back to their inception. I am an excellent listener and problem solver.

9. Why do you want to serve on this Board?
I wish to participate in upholding our local laws to preserve and enhance the special character and beauty of our town while balancing individual property rights with our community objectives.

10. Do you now have, or in the past three years had, any business dealings with the Town? If so, please explain:
Yes, I have obtained building permits and variances for the construction of my new home.

11. Do you now have, or in the past three years had, any personal matters before any of these Boards? If so, please explain:
I do not have any personal matters before the boards.

12. Would you consider serving on a different Board than you selected? Yes ___ No X

Signature: Yara L. Bashoor Date: November 21, 2022

NOTES: If you have any questions, please contact Town Clerk at 287-2455 x.14. This application is effective for one year from the above date. If you are appointed to one of the Boards, THE STATE OF FLORIDA REQUIRES THAT YOU COMPLETE ITS FINANCIAL DISCLOSURE FORM. Please attach additional pages if needed to complete any item.

RECEIVED
NOV 27 2024
By

TOWN OF SEWALL'S POINT, FLORIDA

APPLICATION TO SERVE ON TOWN BOARD

1. Name: Douette Pryce Home Telephone: (772)324-9220

2. Address: 22 Fieldway Drive, Sewalls Point, FL 34996
Email Address : dpryce@pryceresources.com

3. Business Name & Address: _____

4. Business Telephone: _____

5. Brief Resume of Education and Experience:
See attached

6. Are you a registered voter in Sewall's Point? Yes X No ____

7. Check the Board(s) for which you are applying: Board of Zoning Adjustment X
Code Enforcement ____

8. What are your qualifications to serve on this Board?
See attached resume and also past experience as a SP BOA Alternate

9. Why do you want to serve on this Board?
Contrbute to the proper development and keeping SP a orderly place to live and raise my children with my experience in the Real Estate realm.

10. Do you now have, or in the past three years had, any business dealings with the Town? If so, please explain:
NO

11. Do you now have, or in the past three years had, any personal matters before any of these Boards? If so, please explain:
NO

12. Would you consider serving on a different Board than you selected? Yes ____ No X

Signature: _____ Date: November 27, 2024

NOTES: If you have any questions, please contact Town Clerk at 287-2455 x.14. This application is effective for one year from the above date. If you are appointed to one of the Boards, THE STATE OF FLORIDA REQUIRES THAT YOU COMPLETE ITS FINANCIAL DISCLOSURE FORM. Please attach additional pages if needed to complete any item.

PRYCE RESOURCES
Business Focused. Real Estate Minded.

RESUME - DOUETTE PRYCE, PRINCIPAL, PRYCE RESOURCES LLC (PRL)

OVERVIEW: Visionary executive adept in real estate development, financial management and strategic planning. Vast experience in applying best practices from top National Real Estate Development firms that enhances and increases revenue streams through rigorous financial modeling and assessment, strategic relationships, expert project management, and a focus on the bottom line. Proven track record and exceptional leadership, financial and business acumen in the varying industries.

PRYCE RESOURCES LLC, PRINCIPAL, SEWALLS POINT, FLORIDA *2005-Present*

Pryce Resources provide real estate development, construction management and crisis management services to owners, investors and lenders, including:

Key Contributions:

- ✦ *Entitlements, Problem-Solving, Team formulation*
- ✦ *Strategic Planning & Positioning*
- ✦ *Owners Representation*
- ✦ *Financial Planning & Capitalization*
- ✦ *On-Site Operation & Management*
- ✦ *Evaluation of Real Estate Assets & Operation*
- ✦ *Asset Management*
- ✦ *Multi-Discipline expertise in Real Estate Products*

- Negotiate agreements with owners for acquisition of property for development opportunities.
- Perform comprehensive financial analysis of client project.
- Establish budgeting, and forecasting guidelines to enable success of client's project.
- Identify and establish team needed for successful assessment and completion of project.
- Assist in the pre-development process, design and programming.
- Negotiate with business and public utilities to eliminate project obstacles.
- Project management through construction process to completion.

PANATTONI DEVELOPMENT INC, DEVELOPMENT MANAGER, FORT LAUDERDALE, FLORIDA *2007-2008*

Premiere International Industrial and Office Developer that in the past 5 years developed an average of 15 million square feet of space per year in the United States, Canada and Europe.

Responsible for fiscal management and development management of a 250k square foot, $21 Million Dollar, Industrial project (Quiet Waters Business Park). Developed effective executive leadership skills while challenging the process, inspiring vision, modeling effective methods, enabling staff to excel and perform, and encouraging everyone to remain vigilant and focused on company goals.

Led the coordination of pre-development planning including site engineering, market research, traffic analysis, building design, leasing and zoning of 250,000 square foot, $24 Million-dollar, Industrial spec project. Hired all consultants for design, engineering, entitlement and managed construction team. Worked with South Florida Commercial Partner on all pro-forma and projections. Negotiated with communities, business and public utilities to eliminate obstacles for the project.

OPUS SOUTH CORPORATION, REAL ESTATE MANAGER, BOCA RATON, FLORIDA *2004-2007*

A member of The Opus Group, is a full-service design-build development firm serving the southeastern portion of the United States developing more than 27.3 million square feet of space since starting operations in 1989.

Provided leadership and motivation of the project team through all phases of project development to ensure projects are consistent with the approved vision. The management and direction of large real property acquisition and development program, leasing and disposition of privately owned multifamily and commercial real estate and/or government properties of various types including office buildings, warehouses, using real property leases, licenses, memoranda of understanding (MOU) and other negotiated agreements.

- Performed highest and best use study, aided in design, and site planning approval of $100 Million Dollar Waterfront mixed-use project with "contemporary" village characteristics (Altaire Village, Fort Lauderdale).
- Responsible for site feasibility study, planning, governmental approvals, and proforma/excel modeling to investigate financial success and bottom-line of various sites of interest for Retail, Multi-family, Mixed use and Office.
- Tracking of project costs, including construction schedule ensuring adherence to project timeline and budgets of approximately $100- $400 million.
- Led team in GSA RFP pursuit of Southern Command 750,000 square foot facility, site design and package submittal, in accelerated schedule format.

STILES, ASSISTANT DEVELOPMENT MANAGER, FORT LAUDERDALE, FLORIDA *2003- 2004*

A local South Florida company that has developed more than 37 million square feet of prime real estate properties and acquired over three million square feet of office and retail space. Provided leadership and motivation of the project team for all phases of project development to ensure projects are consistent with the approved vision.

- Responsible for design and construction, then overseeing build-out, progress inspections and acceptance.
- Financial Analysis, applying financial management / budgeting principles, accounting and financial analysis.
- Project Management, assuring the overall success of assigned projects by identifying resource needs, obtaining and integrating resources for project delivery. While managing and monitoring scope, estimate, budget, schedule, QA/QC, and delivery
- Responsible for acquisition, site-plan, and development of ± 8-acre Landscape Compound.
- Tracking of project costs, including construction schedule ensuring adherence to project timeline and budgets of approximately $12-$32 million.

NALBANDIAN PROPERTIES LLC., PROPERTY/ASSET MANAGER, GAINESVILLE, FLORIDA *1998-2002*

A local residential and office property acquisition group with over 400 residential units and 500,000 square feet of commercial assets. Oversaw redevelopment/repositioning and operation of Multi-family and Commercial rental properties for a privately held company

LLOYD SMITH AND ASSOCIATES INC., PROPERTY MANAGER, GAINESVILLE, FLORIDA *1994-1998*

Oversaw redevelopment and operation of Multi-family rental properties for General Partner.

MILITARY CAREER, US ARMY, *Private to Sergeant,* Various locations *1989 – 1997*

Managed and supervised staff of 35 full-time soldiers. Assessed and repositioned underperforming maintenance teams to attain high level of success of the mission of the U.S. Army. Developed teams capable of efficiently troubleshooting and repairing vehicles, allowing for fast turnaround on and off the battlefield.

EDUCATION

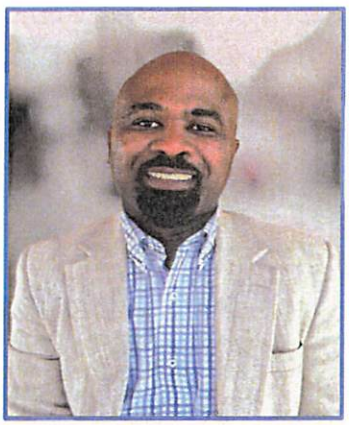
Master of Business Administration in Real Estate, Finance and Urban Analysis, University of Florida, Gainesville, Florida - Concentration Urban Analysis/Planning, Finance and Capital Markets
Bachelor of Arts in Business Administration, University of Florida, Gainesville, Florida
Primary Leadership Development Course, U.S. Army, Korea

AWARDS

2007 Young Leader of the Year recipient, SE Florida, Urban Land Institute
2007 Nominee for Up and Comer of the Year by the South Florida Business Journal

PROFESSIONAL AFFIATIONS AND STANDING

Executive Chair Florida Product Council, Past Advisory Board Member, Past Executive Chair of Membership, Past Young Leader Chair, **Urban Land Institute Southeast Florida District Council**
Past Member, **International Council of Shopping Centers**
Past Member, **National Association of Office and Industrial Professionals**
LEED Accredited Professional



As CEO of Pryce Resources LLC, Douette Pryce's leadership focuses on creating feasible and sustainable real estate projects that encompass all aspects of development/owner representation for real estate development both in new construction and redevelopment.

Holding over 29 years of experience in the management, development and construction of ± *$900M* of real estate assets throughout Florida, Mr. Pryce has held executive positions with Nalbandian Properties, Stiles Development, Opus South, Opus Military Communities and Panattoni Development.

His primary expertise lies in creating and repurposing mixed-use infill, luxury condo multi-family residential, office, GSA build to suits and retail assets that create a downtown anchor and experience.

Mr. Pryce has worked/working on several projects throughout the South Florida region including **The Meridian**, *(Luxury Infill Condo)*, Boca Raton, FL. Quiet Waters Industrial Park, *(PRISA 250k sq ft Industrial, BTS)* Deerfield Beach, FL. **The Diplomat Hotel and Country Club** *(Golf course redevelopment site plan approval)* Hallandale Beach, FL. **Pestana South Beach**, *(Boutique Infill Historic Hotel adaptive re-use)*. **Villages Apartments** *(270 unit NSP funded/PPP Affordable Housing Apartment Project)* North Miami, FL. **755 Washington Premiere Collections** *(Historic adaptive re-use retail)*, South Beach Miami, FL. **Forte**, *(Luxury hi-rise condo towersite plan approval)* West Palm Beach, FL. **Polo Club Shoppes** *(Grocery anchored value add redevelopment retail center)* Boca Raton, FL. **Village Commons** *(Grocery anchored value add and redevelopment retail center)*, West Palm Beach, FL. **Freeport Masterplan**, *(5k acre mixed use masterplan/site plan approval)* Freeport, FL. **Stuart Infill** *(Single-family Luxury Residential Development)*, Stuart, FL. **Biscayne 21**, *(3 tower, luxury Hi-rise Mixed use development site plan approval)* Edgewater, Miami, FL. **Country Club Plaza**, *(Value add and redevelopment retail center)*, Miami, FL. **First Watch** *(Outparcel Grey Shell)*, Boca Raton, FL. **Mooyah Burger**, *(Outparcel Grey Shell)* Boca Raton, FL. **Port 32 FTL** *(Dry Stack Marina redevelopment)* Fort Lauderdale, FL. **Port 32 PBG** *(Dry Stack Marina redevelopment- site-plan approval)* Palm Beach Gardens, FL.

Prior to embarking on his career in real estate development, Mr. Pryce served with The US Army, achieving rank of Sergeant and is a graduate of the University of Florida where he earned his BA in Business and MBARE in Real Estate Development, Finance and Urban Analysis. Mr. Pryce was the recipient of the prestigious ULI Vision Award for Young Leader of the Year (2007). His accomplishments have earned him the respect of his peers within the real estate industry, which include Brokers, Architects, Engineers, Planners, Designers, Attorneys, Bankers and Management Executives.

Mr. Pryce founded Pryce Resources LLC, a real estate development and investment advisory company in 2008. Celebrating its 16th year of operations, his firm's disciplines include site selection, due diligence research and analysis, site-plan process thru design and approval, team selection and management in luxury hi- rise residential, grocery anchored/mixed use retail, large and small scale development/redevelopment.

TOWN OF SEWALL'S POINT

TO: **Town of Sewall's Point Commission**
FROM: **Robert Daniels, Town Manager**
SUBJECT: **Sale of Lot at 7 Heritage Way**
DATE: **Regular Commission Meeting – November 18, 2025**

EXECUTIVE SUMMARY:

At the town commission meeting on December 10, 2024, direction was given to the Town Manager to bring forth contracts for the purchase of a city-owned property at 7 Heritage Way, which is valued at over $600,000. On October 31, 2025, the Town Manager received a contract to present to the Town Commission at this meeting. The contract price is $615,000. The contract is with Medalist Builders Group, LLC, and the Real Estate Broker is Sotheby's International Realty. The brokerage is due a 2% commission, totaling $12,300, at closing.

The Town Manager requests either approval of the sale or further direction from the Town Commission.

RECOMMENDATION:

This is a policy decision reserved for the Town Commission.

Vacant Land Contract

Sotheby's INTERNATIONAL REALTY FloridaRealtors®

1. Sale and Purchase ("Contract"): TOWN OF SEWALLS POINT ("**Seller**") and Medalist Building Group LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 7 Heritage Way, Sewall's Point, FL 34996
Legal Description: HERITAGE PLACE LOT 5

SEC 01 /TWP / 38S /RNG 41E of Martin County County, Florida. Real Property ID No.: 01-38-41-013-000-00050 including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) ..... $ 615,000
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: South Florida Title
Escrow Agent's Contact Person: Jill Brotherton
Escrow Agent's Address: 213 SE Ocean Blvd.
Escrow Agent's Phone: 772-286-9310
Escrow Agent's Email: SFTS@bellsouth.net

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date ..... $ 50,000

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☑ within 3 days (3 days if left blank) after expiration of Due Diligence Period ..... $ 50,000

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $

(d) Other: _____ ..... $

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 515,000

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 11/21/25 ~~11/07/2025~~, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on 01/06/2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer _____ _____ and Seller _____ _____ acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

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.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☑ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☑ at least 7 days before Closing Date, (**Check one**)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☑ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☑ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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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 FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). 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, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** 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.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges 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 government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** 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.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **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 Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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	Chad Gates
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
	chad@chadgatesre.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
	772-486-8760
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
	Sotheby's International Realty
Listing Brokerage	**Buyer's Brokerage**
	340 Royal Poinciana Way,, Suite 337, Palm Beach, FL 33480
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: A. Permit- Seller shall, at seller's expense close out any and all open or expired permits prior to closing.

B. Survey and AutoCAD File: Within three (3) days after the Effective Date, Seller shall provide Buyer with a current boundary survey of the Property along with the corresponding AutoCAD (.dwg) file. In the event Seller does not possess or cannot provide the AutoCAD (.dwg) file within the specified three (3) days, the Inspection Period shall automatically be extended to twenty (20) days from the Effective Date.

C. Brokerage Compensation: At Closing, Seller shall pay to Sotheby's International Realty a commission equal to two percent (2%) of the total Purchase Price, which shall be paid to Buyer's agent, Chad Gates, as compensation for brokerage services rendered in connection with this transaction.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

Buyer [ ] [ ] and Seller [ ] [ ] acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

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: 10-31-25

Print name: Medalist Building Group LLC

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: 772-285-1980 Fax: _____ Email: Jeremy@medalistbuildinggroup.com

Seller: _____ Date: _____

Print name: TOWN OF SEWALLS POINT

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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Buyer _____ _____ and Seller _____ _____ acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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Medalist Building Group, LLC
P.O. Box 1067
Palm City, FL 34991

NOT VALID AFTER 120 DAYS OF ISSUANCE

PNC Bank, National Association
63-8419/2670

26008

10/31/2025

PAY TO THE ORDER OF South Florida Title $ **50,000.00

Fifty Thousand and 00/100********** DOLLARS

South Florida Title
213 SE Ocean Boulevard
Stuart, FL 34994

Jeremy LeMaster
MGRM

MEMO 7 Heritage Way - Deposit

⑈026008⑈ [redacted]

Details on Back.

Intuit® CheckLock™ Secure Check

Medalist Building Group, LLC

26008

South Florida Title

10/31/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/31/2025	Bill	7 Heritage Way	50,000.00	50,000.00		50,000.00
					Check Amount	50,000.00

PNC NEW Account 9 7 Heritage Way - Deposit 50,000.00

Medalist Building Group, LLC

26008

South Florida Title

10/31/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/31/2025	Bill	7 Heritage Way	50,000.00	50,000.00		50,000.00
					Check Amount	50,000.00

PNC NEW Account 9 7 Heritage Way - Deposit 50,000.00

Outlook

RE: 7 Heritage Way

From Elizabeth Lenihan <elenihan@torcivialaw.com>
Date Mon 11/10/2025 5:14 PM
To Kim Stanton <KStanton@sewallspoint.org>; Glen Torcivia <glen@torcivialaw.com>
Cc Robert Daniels <RDaniels@sewallspoint.org>; Maria Pierce <MPierce@sewallspoint.org>

Thank you for the opportunity to review. I have the following comments and suggested revisions to the Contract:

1. Paragraph 7 it is recommended this paragraph be revised to reflect that the Contract is not assignable.
2. Paragraph 8 should be revised to reflect that the Town will convey via Quit Claim Deed.
3. Paragraph 8(a) – neither (1) nor (2) is checked.
4. Paragraph 10(a) and (b) should be revised to reflect that the Buyer is paying taxes on the deed, in accordance with Section 201.01, Florida Statutes.
5. Paragraph 10(d) should be revised to reflect that Buyer will pay any assessment installments due after closing.
6. Paragraph 16 should be revised to reflect that a return of Buyer's deposit is the only relief the Seller is obligated to provide. The Town cannot be held to specific performance.
7. Paragraph 17 should be revised to reflect that each party will be responsible for its own attorney's fees and costs.
8. Paragraph 23(B) – does the Town have a current survey of the property? Does the Town have the AutoCAD file or is the Town able to obtain it? The Town may wish to have this additional term deleted.
9. Paragraph 23(C) should be deleted. The Buyer should be responsible for its own Broker fee, consistent with Paragraph 19.
10. When the Town was soliciting for bids to sell this property, there was a proposed deed restriction related to protection of the specimen tree on the property. The Commission should consider whether it desires to add this requirement to the contract. The solicitation included the following language: **The lot shall be subject to a deed restriction wherein any owner of the property will be prohibited from removing or otherwise disturbing the specimen oak tree (located on the west side of the lot) unless approved by the Town. Further, the Town may elect to reserve a perpetual easement in the deed for the care, maintenance, and replacement of said tree.**

Many of these changes may be requested prior to the contract being presented to the Commission. Please let me know if you have any questions.

Elizabeth Lenihan
Board Certified City County and Local Government Attorney
TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

(561) 686-8700
(561) 686-8764 fax
elenihan@torcivialaw.com
www.torcivialaw.com
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From: Kim Stanton <KStanton@sewallspoint.org>
Sent: Monday, November 10, 2025 2:42 PM
To: Glen Torcivia <glen@torcivialaw.com>; Elizabeth Lenihan <elenihan@torcivialaw.com>
Cc: Robert Daniels <RDaniels@sewallspoint.org>; Maria Pierce <MPierce@sewallspoint.org>; Kim Stanton <KStanton@sewallspoint.org>
Subject: 7 Heritage Way

Hi Glen and Elizabeth,

Per Bob's instructions, attached please find the (7 Heritage Way) contract and copy of initial deposit check for your review.

Kim Stanton

Administrative Assistant

Town of Sewall's Point

1 South Sewall's Point Road

Sewall's Point, FL 34996

Telephone: (772) 287-2455

www.sewallspoint.org

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SB 954 – Certified Recovery Residences (Chapter 2025-182, Laws of Florida)

I want to provide an update to the Commission regarding Senate bill 954 which was approved in the 2025 Florida legislative session. This bill requires local governments to formalize and streamline the process for citizens who want to open a certified recovery residence. The deadline to comply with this law is January 1, 2026. The planning consultant is currently working on this and will provide an update at the December 9th meeting.

Key provisions of the new law include:

- The Town must adopt an ordinance establishing the procedures for the review and approval of certified recovery residences within its jurisdiction.
- The ordinance must include a written application process for requesting a reasonable accommodation from any local land use regulation.
- The ordinance must be consistent with the Fair Housing Act and Title II of the Americans with Disabilities Act.
- The Town must date-stamp each application upon receipt. If additional information is required, the Town must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant 30 days to respond.
- The Town must issue a final written determination on the application within 60 days after receipt of a complete application. If a final written determination is not issued within 60 days, the request is deemed approved, unless the parties agree in writing to a reasonable extension of time.
- The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

Definitions:

Recovery residences (also known as “sober homes” or “sober living homes”) are alcohol-free and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs. These residences offer no formal treatment and are, in some cases, self-funded through resident fees.

The **Fair Housing Act** prohibits discrimination on the basis of disability, including alcoholism and drug addiction, in all types of housing transactions. Enforcement of the Fair Housing Act's protections entails ensuring that zoning and other regulations concerning land use are not employed to hinder the residential choices of these individuals, including unnecessarily restricting communal, or congregate, residential arrangements, such as group homes.

Outlook

Re: Recovery Residences - SB 954e

From Kim Stanton <KStanton@sewallspoint.org>
Date Mon 11/10/2025 2:28 PM
To Bonnie Landry <bonnie@bclandry.com>
Cc Maria Pierce <MPierce@sewallspoint.org>; Robert Daniels <RDaniels@sewallspoint.org>; Heather Shaw <Heather@bclandry.com>; Kim Stanton <KStanton@sewallspoint.org>

Hi Bonnie,

If we are not required to advertise before the 1st reading, we will only advertise before the second reading according to F.S. 166.041(3)(a).

Please send advertisement details and we'll get the ball rolling. We have standard language for advertising ordinances but if there is required language for this particular ordinance, please let us know so that we can customize the ad.

Thank you for all your help!

Kim Stanton
Administrative Assistant

Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996
Telephone: (772) 287-2455
www.sewallspoint.org

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Telephone: (772) 287-2455 X 14

From: Bonnie Landry <bonnie@bclandry.com>
Sent: Monday, November 10, 2025 1:18 PM
To: Kim Stanton <KStanton@sewallspoint.org>
Cc: Maria Pierce <MPierce@sewallspoint.org>; Robert Daniels <RDaniels@sewallspoint.org>; Heather Shaw <Heather@bclandry.com>
Subject: Re: Recovery Residences - SB 954e

Hi Kim:

The requirement is to advertise at least 10 days before adoption. One ad is required so it is up to the Town if you would like to place before 1st or 2nd reading. We could do so now and get this out of the way. But up to you.

Thank you,

Bonnie C. Landry, AICP
BCLA President
Cell (772) 201-5052
bonnie@bclandry.com

AICP CERTIFIED

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

From: Kim Stanton <KStanton@sewallspoint.org>
Date: Monday, November 10, 2025 at 12:53 PM
To: Bonnie Landry <bonnie@bclandry.com>
Cc: Maria Pierce <MPierce@sewallspoint.org>, Robert Daniels <RDaniels@sewallspoint.org>, Heather Shaw <Heather@bclandry.com>
Subject: Re: Recovery Residences - SB 954e

Hi Bonnie,

Per Bob, we will need the Ordinance and related documents by December 1st for a first reading at the December 9th Commission Meeting.

Does this Ordinance require advertising on first reading or just second reading which will be at the January 13th meeting.

Kim Stanton
Administrative Assistant

Town of Sewall's Point
1 South Sewall's Point Road
Sewall's Point, FL 34996
Telephone: (772) 287-2455
www.sewallspoint.org

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From: Bonnie Landry <bonnie@bclandry.com>
Sent: Friday, October 31, 2025 3:52 PM
To: Robert Daniels <RDaniels@sewallspoint.org>
Cc: Kim Stanton <KStanton@sewallspoint.org>; Maria Pierce <MPierce@sewallspoint.org>; Heather Shaw <Heather@bclandry.com>
Subject: Re: Recovery Residences - SB 954e

Hi Bob:

Can you please give me a timeline for when you would like this Ordinance completed?

I am scheduled to provide a presentation to the Commission on Dec. 9 with a summary of the 2025 statutory changes affecting local ordinances.

Would you like for me to prepare the Ordinance for Recovery Residences for first reading that same meeting? This includes the Ordinance, Draft Advertising, Agenda Summary and PowerPoint's.

Let me know your timeline.

Thank you,

Bonnie C. Landry, AICP
BCLA President
Cell (772) 201-5052
bonnie@bclandry.com

AICP CERTIFIED

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

From: Robert Daniels <RDaniels@sewallspoint.org>
Date: Friday, October 24, 2025 at 3:12 PM
To: Bonnie Landry <bonnie@bclandry.com>
Cc: Kim Stanton <KStanton@sewallspoint.org>, Maria Pierce <MPierce@sewallspoint.org>
Subject: RE: Recovery Residences - SB 954e

Bonnie,

I spoke with Glen, and he said it would be better for you to write the ordinance since you probably have other clients needing a similar ordinance.

Just let me know.

Bob

Robert Daniels, Town Manager
Town of Sewall's Point
1 S. Sewall's Point Road
Sewall's Point, FL 34996
Telephone: 772-287-2455
Email: rdaniels@sewallspoint.org

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From: Bonnie Landry <bonnie@bclandry.com>
Sent: Friday, October 24, 2025 10:05 AM
To: Robert Daniels <RDaniels@sewallspoint.org>
Cc: Kim Stanton <KStanton@sewallspoint.org>; Maria Pierce <MPierce@sewallspoint.org>
Subject: Re: Recovery Residences - SB 954e

OK, sounds good. I will get the summary to you.

Bonnie C. Landry, AICP
BCLA President
Cell (772) 201-5052
bonnie@bclandry.com

AICP CERTIFIED

BONNIE LANDRY
&ASSOCIATES Professional Planning Services

From: Robert Daniels <RDaniels@sewallspoint.org>
Date: Friday, October 24, 2025 at 9:40 AM
To: Bonnie Landry <bonnie@bclandry.com>
Cc: Kim Stanton <KStanton@sewallspoint.org>, Maria Pierce <MPierce@sewallspoint.org>
Subject: RE: Recovery Residences - SB 954e

Bonnie,

I just got my computer up and running. I have a 10 am phone call with Glen, and I will determine who is writing the ordinance.

Bob

Robert Daniels, Town Manager
Town of Sewall's Point
1 S. Sewall's Point Road
Sewall's Point, FL 34996
Telephone: 772-287-2455
Email: rdaniels@sewallspoint.org

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From: Bonnie Landry <bonnie@bclandry.com>
Sent: Thursday, October 23, 2025 4:59 PM
To: Robert Daniels <RDaniels@sewallspoint.org>
Cc: Kim Stanton <KStanton@sewallspoint.org>; Heather Shaw <Heather@bclandry.com>
Subject: Recovery Residences - SB 954e

Good afternoon, Bob:

Thank you for being flexible with the meeting schedule. Sorry that I was already committed the night of the Sewall's Point November meeting.

As I am preparing a summary with the requirements for the Recovery Residences process (for you to read at the November meeting) it occurred to me that perhaps you may want me to go ahead and prepare the Ordinance now so that we can have the First reading in December. Getting the first reading done in December will make adoption closer to the Jan. 1 deadline.

I recommend we have the ordinance for Recovery Residences advertised and prepared for the first public hearing on Dec. 9th. And we would have a second agenda item "2025 changes to state laws affecting local governments". This would be a list of changes pertinent to the Town with a recommendation of what would need to be amended at a future meeting. The most timely one is the one for recovery residences.

I will have your report on Recovery Residences ready tomorrow.

Let me know your thoughts about expediting the recovery residences ordinance.

Thank you,

Bonnie C. Landry, AICP
BCLA President
Cell (772) 201-5052
bonnie@bclandry.com



BONNIE LANDRY
&ASSOCIATES Professional Planning Services