TOWN OF SEWALL'S POINT

JOHN TOMPECK
Mayor

FRANK FENDER
Vice Mayor

VINNY BARILE
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

ROBERT DANIELS, ICMA-CM
Town Manager

APRIL STONCIUS, MMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official/PW Director

MARIA PIERCE
Finance/HR Director

Town Commission Regular Meeting
September 23, 2024
6:00 PM

I. CALL TO ORDER

a. **Pledge of Allegiance**
b. **Roll Call**

II. PROCLAMATIONS AND PRESENTATIONS

III. PUBLIC COMMENT ON NON-AGENDA ITEMS- PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING AND LIMIT YOUR COMMENTS TO THREE MINUTES. No extensions of time permissible. If the thirty (30) minute time period has been exhausted, the Commission will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.

a. **TOSP Public Comment Guidelines**
1) TOSP Public Comment Guidelines.pdf

IV. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA

a. **Financials - August**
09 23 24 Financials - August 2024.pdf
b. **Building Report - August**
Building Aug.pdf
c. **Minutes - September 9, 2024, Regular Meeting & Tentative Budget Hearing**
09 09 24 Reg & Tent Budget Hearing Minutes Final.pdf
d. **Sewall's Point Building Official Inspections - Martin County Interlocal Agreement**
Sewall's Point BO Interlocal draft - SP Edits Consent.pdf
e. **Preferred Governmental Insurance Trust Annual Renewal - Workers' Compensation**
Memo - Town Workers Comp Ins - FY25.pdf
WC Quote.pdf
f. **Preferred Governmental Insurance Trust Annual Renewal -**

Property/Liability/Auto Insurance
Memo - Town Property-Liability-Auto Insurance FY25.pdf
PK Quote.pdf

g. **Martin County Sheriff's Office - Service Level Agreement - Information Technology Services**
SLA Sewalls Point IT Services 2024-2025.pdf

VII. PUBLIC HEARING - TRIM & BUDGET

a. **Roll Back Rate Announcement**
Town Manager Memo. final budget hearing cover memo.pdf

b. **Resolution No. 979 - Adopt Final Millage Rate for FY 2024-2025**
Resolution 979 - Final Millage Rate FY24-25.pdf

c. **Resolution No. 980 - Adopt Final Operating Budget for FY 2024-2025**
Resolution 980 - Final Budget FY 24-25.pdf

VIII. PUBLIC HEARING - ORDINANCE - SECOND READING

a. **Ordinance No. 466 - Regulating Use of Synthetic Turf**
TM Memo for Ordinance No. 466 Synthetic Turf.pdf
Ordinance No. 466 - Synthetic Turf - Second Reading - 09 23 24.pdf

IX. PUBLIC HEARING - ORDINANCE - FIRST READING

X. RESOLUTIONS

a. **Resolution No. 981 - Florida City Government Week - October 21-25, 2024**
Resolution No. 981 - FL City Gov't Week Oct 2024.pdf

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. DISCUSSION

a. **Revised Drainage Project - South River Road at Marguerita Road - Town Engineer**
2024-0917 River Rd-Marguerita drainage ltr.pdf

XIV. COMMISSION AND STAFF CLOSING COMMENTS

a. **Town Manager**

b. **Town Attorney - Sunshine Minute**
Docket #45.pdf

XV. ADJOURN

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

Guidelines for Public Comments

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

TOWN OF SEWALL'S POINT

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

FROM: **Maria Pierce, Finance Director**

SUBJECT: **August 2024 Financial Statements**

DATE: **Regular Commission Meeting – September 23, 2024**

Attached are the monthly financial statements for August 2024. The Town is currently at 92% of the fiscal year completed. The monthly financials are broken out by funds. Although the first column on the Revenue and Expenditure report is titled 2023-24 Amended Budget, this column only reflects a few budget adjustments in the Capital Project Fund and the approved budget amendments to the Building Fund. The original budget amount has not been increased nor decreased in the general fund and the capital fund.

Balance Sheet

The two columns shown on the Balance Sheet contains the ending balances for the fiscal year 2023 (first column) and the ending balances as of August 2024. The consolidated cash balance through August 2024 is $1,967,095.07. The investment account balance as of August 2024 is $4,009,431.07. The net revenue by fund for the current fiscal year through July is:

Fund	Net Revenue
General Fund	$690,785.48
Building Fund	-3,678.82
Capital Projects	-17,257.20
Total	$669,849.46

Revenue and Expenditure Report

The columns on the Revenue and Expenditure Statements are the 2024 Adopted Budget, the YTD revenue and expenditures, the variance of actual to budget and the percent of budget used through August 2024.

General Fund

Total revenue collected in the General Fund through August 2024 was $3,627,043. Looking at the total revenues received excluding the Ad Valorem Taxes, revenues came in at 111% of the budgeted amount for the fiscal year.

The amount of the budgeted funds used in the General Fund through August 2024 is $2,936,258. This amount reflects the transfer of property taxes to the Capital Fund of $344,764 as well as all payments for the fire services contract with the City of Stuart of $565,231. When removing those two figures for a more

accurate representation of day-to-day operational costs and budget status, the Town has used $2,026,263 or 82% of the budgeted expenditures for the fiscal year.

Building Fund
Total revenue collected in the Building Fund through August 2024 was $374,223.92, which is 83% of the budgeted revenue.

Total operation expenditures, excluding capital purchases for this fund through August 2024 are at $377,903, or 84% of the budgeted expenditures, which is similar to funds spent through the same time-period last year.

Capital Fund
As of August 2024, revenue received in the Capital Fund was $2,254,721. Looking at the total revenues received excluding grant reimbursements and the .40 millage transfer in from the general fund, revenues are currently at $469,562, or 142% of budgeted amount for the fiscal year. The Town has received reimbursement of $696,780 from Martin County for the water main replacement project and has received the first reimbursement payment of $555,570 from FL DEP for the Septic to Sewer project.

Expenditures as of August 2024 are $2,271,978 which is 13% of the current budgeted expenditures. This total includes the following: (numbers are approximate)

- Phase 3 (Design) – $118,422
- *North Sewall's Point RD (Preliminary Design) – $7,600
- Septic to Sewer (Part 1 – Design & Construction) – $1,014,754
- Septic to Sewer (Part 2 – Design) – $101,543
- Phase 2 (Design) – $74,409
- Martin County Water Main Replacement (Construction) - $697,000

*Management does not anticipate any more expenditures on this project until the County addresses the issues.

Recommendation:

Staff recommends approval.

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 08/31/2024

Fund 001 GENERAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
001-000-101.501	SEACOAST OPERATING 6501	283,938.49	340,129.67
001-000-101.771	SEACOAST SWEEP 6771	529,451.64	529,451.64
CASH		813,390.13	869,581.31
INVESTMENTS			
001-000-104.000	FL STATE 272201 LGIP	1,987,528.63	2,692,511.02
001-000-104.001	FL STATE 272202 LGIP	10,416.30	10,910.19
INVESTMENTS		1,997,944.93	2,703,421.21
ACCOUNTS RECEIVABLE			
001-000-115.000	ACCOUNTS RECEIVABLE	13,050.00	13,050.00
001-000-115.006	ACCRUED RECEIVABLE - FPL	51,132.87	0.00
ACCOUNTS RECEIVABLE		64,182.87	13,050.00
DUE FROM OTHER GOVT			
001-000-133.000	INTERGOVERNMENT REVENUE REC	107,117.91	41,116.40
DUE FROM OTHER GOVT		107,117.91	41,116.40
PREPAID ITEMS			
001-000-155.000	PREPAID EXPENSES	2,493.30	720.62
PREPAID ITEMS		2,493.30	720.62
FIXED ASSETS			
FIXED ASSETS		0.00	0.00
Total Assets		2,985,129.14	3,627,889.54
*** Liabilities ***			
ACCOUNTS PAYABLE			
001-000-202.000	ACCOUNTS PAYABLE	52,662.58	135.32
001-000-208.001	STATE FEES PAYABLE	17,879.91	24,730.95
001-000-217.000	PAYROLL LIABILITIES	40,726.06	40,828.55
001-000-217.221	ACCRUED RETIREMENT PLAN EXPS	0.00	4,437.91
001-000-217.223	RETIREMENT PLAN LOAN REPAYMENTS	0.00	1,500.00
001-000-217.230	BLUE CROSS BLUE SHIELD	0.00	(8,230.51)
001-000-217.231	DENTAL AND VISION	0.00	383.77
001-000-217.232	AFLAC	0.00	195.69
001-000-217.233	LIFE INSURANCE	0.00	(738.21)
001-000-223.000	DEFERRED REVENUE	4,201.11	4,201.11
ACCOUNTS PAYABLE		115,469.66	67,444.58
ACCRUED LIABILITIES			
ACCRUED LIABILITIES		0.00	0.00
Unclassified			
Unclassified		0.00	0.00
Total Liabilities		115,469.66	67,444.58
*** 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	200,000.00	400,000.00
001-000-284.000	OPERATING FUND UNRESTRICTED	1,169,659.48	969,659.48
Unclassified		2,869,659.48	2,869,659.48
Total Fund Balance		2,869,659.48	2,869,659.48
Beginning Fund Balance			2,869,659.48
Net of Revenues VS Expenditures			690,785.48
Ending Fund Balance			3,560,444.96
Total Liabilities And Fund Balance			3,627,889.54

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 08/31/2024

Fund 101 BUILDING PERMIT FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
101-000-101.501	SEACOAST OPERATING 6501	128,760.27	125,110.76
101-000-101.771	SEACOAST SWEEP 6771	436,651.53	436,651.53
CASH		565,411.80	561,762.29
Total Assets		565,411.80	561,762.29
*** Liabilities ***			
ACCOUNTS PAYABLE			
101-000-202.000	ACCOUNTS PAYABLE	1,567.50	0.00
101-000-217.000	PAYROLL LIABILITIES	11,978.61	11,978.61
101-000-217.230	BLUE CROSS BLUE SHIELD	0.00	1,596.84
101-000-217.231	DENTAL AND VISION	0.00	(0.03)
ACCOUNTS PAYABLE		13,546.11	13,575.42
ACCRUED LIABILITIES			
ACCRUED LIABILITIES		0.00	0.00
Total Liabilities		13,546.11	13,575.42
*** Fund Balance ***			
Unclassified			
101-000-281.000	FUND BALANCE - RESTRICTED	551,865.69	551,865.69
Unclassified		551,865.69	551,865.69
Total Fund Balance		551,865.69	551,865.69
Beginning Fund Balance			551,865.69
Net of Revenues VS Expenditures			(3,678.82)
Ending Fund Balance			548,186.87
Total Liabilities And Fund Balance			561,762.29

BALANCE SHEET FOR TOWN OF SEWALL'S POINT
Period Ending 08/31/2024

Fund 301 CAPITAL PROJECTS

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
CASH			
301-000-101.501	SEACOAST OPERATING 6501	181,430.97	535,751.47
CASH		181,430.97	535,751.47
INVESTMENTS			
301-000-104.000	FL STATE 272201 LGIP	1,829,932.00	1,306,009.86
INVESTMENTS		1,829,932.00	1,306,009.86
DUE FROM OTHER GOVT			
301-000-133.000	INTERGOVERNMENT REVENUE REC	272,783.05	250,757.32
DUE FROM OTHER GOVT		272,783.05	250,757.32
Total Assets		2,284,146.02	2,092,518.65
*** Liabilities ***			
ACCOUNTS PAYABLE			
301-000-202.000	ACCOUNTS PAYABLE	174,370.17	0.00
ACCOUNTS PAYABLE		174,370.17	0.00
Unclassified			
301-000-229.000	UNAILABLE REVENUE	245,679.00	245,679.00
Unclassified		245,679.00	245,679.00
Total Liabilities		420,049.17	245,679.00
*** Fund Balance ***			
Unclassified			
301-000-281.000	FUND BALANCE - RESTRICTED	1,864,096.85	1,864,096.85
Unclassified		1,864,096.85	1,864,096.85
Total Fund Balance		1,864,096.85	1,864,096.85
Beginning Fund Balance			1,864,096.85
Net of Revenues VS Expenditures			(17,257.20)
Ending Fund Balance			1,846,839.65
Total Liabilities And Fund Balance			2,092,518.65

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT

PERIOD ENDING 08/31/2024

% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% BDGT USED
Fund 001 - GENERAL FUND					
Revenues					
Dept 000 - RESERVES					
TAXES					
001-000-311.000	AD VALOREM TAXES	2,818,445.00	2,895,190.90	(76,745.90)	102.72
001-000-315.000	COMMUNICATIONS SERVICES TAX	52,000.00	43,654.09	8,345.91	83.95
001-000-316.000	LOCAL BUSINESS TAX	3,000.00	1,139.40	1,860.60	37.98
TAXES		2,873,445.00	2,939,984.39	(66,539.39)	102.32
FRANCHISE FEE					
001-000-323.100	ELECTRIC FRANCHISE FEES	200,000.00	160,734.32	39,265.68	80.37
FRANCHISE FEE		200,000.00	160,734.32	39,265.68	80.37
BUILDING PERMITS AND FEES					
001-000-329.001	PLANNING & ZONING FEES	5,000.00	5,645.00	(645.00)	112.90
BUILDING PERMITS AND FEES		5,000.00	5,645.00	(645.00)	112.90
INTERGOVERNMENTAL					
001-000-335.120	STATE REVENUE SHARING	70,000.00	73,395.37	(3,395.37)	104.85
001-000-335.150	STATE REVENUE SHARING - ALCOHOLIC BEVER	0.00	1,272.54	(1,272.54)	100.00
001-000-335.180	SALES TAX	250,000.00	240,267.96	9,732.04	96.11
INTERGOVERNMENTAL		320,000.00	314,935.87	5,064.13	98.42
FINES					
001-000-351.300	CIVIL FINES	0.00	100.00	(100.00)	100.00
001-000-351.500	TRAFFIC FINES	12,000.00	8,940.72	3,059.28	74.51
001-000-351.501	POLICE EDUCATION - TRAFFIC FINES	1,200.00	842.55	357.45	70.21
001-000-351.901	CODE ENFORCEMENT VIOLATIONS	2,500.00	11,572.50	(9,072.50)	462.90
001-000-354.000	FINES-LOCAL ORDINANCE VIOLATIONS TREE MI	1,000.00	56,500.00	(55,500.00)	5,650.00
FINES		16,700.00	77,955.77	(61,255.77)	466.80
MISCELLANEOUS					
001-000-361.100	INTEREST	50,000.00	108,925.94	(58,925.94)	217.85
001-000-366.003	CONTRIBUTIONS - TOWN EVENTS	0.00	2,500.00	(2,500.00)	100.00
001-000-367.000	TOWN LICENSES	5,000.00	9,898.63	(4,898.63)	197.97
001-000-369.900	MISCELLANEOUS REVENUE	2,000.00	5,363.42	(3,363.42)	268.17
001-000-369.902	MISC REVENUE - PARK	1,200.00	1,100.00	100.00	91.67
MISCELLANEOUS		58,200.00	127,787.99	(69,587.99)	219.57
Total Dept 000 - RESERVES		3,473,345.00	3,627,043.34	(153,698.34)	104.43
TOTAL REVENUES		3,473,345.00	3,627,043.34	(153,698.34)	104.43
Expenditures					
Dept 512 - EXECUTIVE					
PAYROLL					
001-512-512.000	SALARIES & WAGES	81,250.00	81,852.73	(602.73)	100.74
001-512-521.000	FICA	6,250.00	5,762.57	487.43	92.20
001-512-522.000	RETIREMENT	12,200.00	12,277.91	(77.91)	100.64
001-512-523.000	HEALTH INSURANCE	21,910.00	19,634.86	2,275.14	89.62
001-512-523.003	LIFE & DISABILITY INSURANCE	600.00	555.94	44.06	92.66
PAYROLL		122,210.00	120,084.01	2,125.99	98.26
OPERATING					
001-512-531.000	PROFESSIONAL SERVICES	93,000.00	120,134.41	(27,134.41)	129.18
001-512-531.003.001	GRANT SERVICES	0.00	1,200.00	(1,200.00)	100.00
001-512-531.004	PLANNING SERVICES	20,000.00	3,374.04	16,625.96	16.87
001-512-531.100	COMPREHENSIVE PLANNING SERVICES	0.00	4,361.00	(4,361.00)	100.00
001-512-532.000	AUDIT SERVICES	30,000.00	21,500.00	8,500.00	71.67
001-512-541.000	COMMUNICATION NETWORK	2,520.00	1,023.89	1,496.11	40.63
001-512-548.000	TOWN EVENTS	10,000.00	13,895.74	(3,895.74)	139

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 08/31/2024
% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
001-512-549.001	OTHER GENERAL GOVERNMENT	25,000.00	0.00	25,000.00	0.00
001-512-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	2,150.00	3,275.60	(1,125.60)	152.35
001-512-555.000	TRAINING/EDUCATION	0.00	799.00	(799.00)	100.00
OPERATING		182,670.00	169,563.68	13,106.32	92.83
TRANSFERS					
001-512-591.301	TRANSFER TO CAPITAL PROJECTS	344,764.00	344,764.00	0.00	100.00
TRANSFERS		344,764.00	344,764.00	0.00	100.00
Total Dept 512 - EXECUTIVE		649,644.00	634,411.69	15,232.31	97.66
Dept 513 - FINANCE					
PAYROLL					
001-513-512.000	SALARIES & WAGES	61,152.00	57,119.37	4,032.63	93.41
001-513-521.000	FICA	4,700.00	4,271.82	428.18	90.89
001-513-522.000	RETIREMENT	9,200.00	8,352.95	847.05	90.79
001-513-523.000	HEALTH INSURANCE	13,500.00	266.55	13,233.45	1.97
001-513-523.003	LIFE & DISABILITY INSURANCE	650.00	502.49	147.51	77.31
PAYROLL		89,202.00	70,513.18	18,688.82	79.05
OPERATING					
001-513-531.000	PROFESSIONAL SERVICES	24,000.00	5,070.00	18,930.00	21.13
001-513-549.000	BANK FEES	480.00	0.00	480.00	0.00
001-513-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	240.00	2.99	237.01	1.25
001-513-555.000	TRAINING/EDUCATION	2,000.00	883.00	1,117.00	44.15
OPERATING		26,720.00	5,955.99	20,764.01	22.29
Total Dept 513 - FINANCE		115,922.00	76,469.17	39,452.83	65.97
Dept 514 - LEGAL					
OPERATING					
001-514-531.301	LEGAL COUNSEL - GENERAL	80,000.00	62,270.70	17,729.30	77.84
001-514-531.302	LEGAL COUNSEL - BZA	3,000.00	921.38	2,078.62	30.71
001-514-531.303	LEGAL COUNSEL - CEB	12,000.00	13,389.96	(1,389.96)	111.58
001-514-531.304	LEGAL COUNSEL - LITIGATION	10,000.00	4,971.60	5,028.40	49.72
001-514-531.306	LEGAL SERVICES - POLICE UNION MATTERS	10,000.00	7,116.00	2,884.00	71.16
OPERATING		115,000.00	88,669.64	26,330.36	77.10
Total Dept 514 - LEGAL		115,000.00	88,669.64	26,330.36	77.10
Dept 517 - DEBT SERVICE					
OPERATING					
001-517-571.000	DEBT SERVICE - PRINCIPAL	65,654.00	65,654.42	(0.42)	100.00
001-517-572.000	DEBT SERVICE - INTEREST	85,126.00	85,117.95	8.05	99.99
OPERATING		150,780.00	150,772.37	7.63	99.99
Total Dept 517 - DEBT SERVICE		150,780.00	150,772.37	7.63	99.99
Dept 519 - GOVERNMENTAL SERVICES					
PAYROLL					
001-519-512.000	SALARIES & WAGES	67,506.00	66,583.39	922.61	98.63
001-519-514.002	OVERTIME - STORM	1,200.00	0.00	1,200.00	0.00
001-519-517.000	SICK LEAVE INCENTIVE	1,000.00	0.00	1,000.00	0.00
001-519-521.000	FICA	5,200.00	4,834.05	365.95	92.96
001-519-522.000	RETIREMENT	10,130.00	9,915.53	214.47	97.88

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 08/31/2024
% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
001-519-523.000	HEALTH INSURANCE	25,600.00	24,404.45	1,195.55	95.33
001-519-523.003	LIFE & DISABILITY INSURANCE	600.00	519.89	80.11	86.65
001-519-524.000	WORKERS' COMPENSATION INSURANCE	18,000.00	22,617.01	(4,617.01)	125.65
PAYROLL		129,236.00	128,874.32	361.68	99.72
OPERATING					
001-519-531.303	LEGAL COUNSEL - CEB	0.00	472.50	(472.50)	100.00
001-519-531.500.006	ENGINEERING SERVICES	(99,252.00)	0.00	(99,252.00)	0.00
001-519-541.000	COMMUNICATION NETWORK	7,740.00	9,673.19	(1,933.19)	124.98
001-519-541.002	COMMUNICATIONS WEB HOSTING	9,337.00	9,363.10	(26.10)	100.28
001-519-541.003	IT SERVICE LEVEL AGREEMENTS MC	28,580.00	0.00	28,580.00	0.00
001-519-542.000	POSTAGE	3,000.00	3,011.54	(11.54)	100.38
001-519-543.000	UTILITIES	60,000.00	46,057.18	13,942.82	76.76
001-519-543.000.018	UTILITIES	0.00	665.94	(665.94)	100.00
001-519-545.000	INSURANCE - PROPERTY & LIABILITY	90,000.00	105,515.70	(15,515.70)	117.24
001-519-546.000	STREETLIGHT & SIGN MAINTENANCE	0.00	59.99	(59.99)	100.00
001-519-546.003	LANDSCAPING MAINTENANCE	48,000.00	57,979.99	(9,979.99)	120.79
001-519-546.004	VEHICLE MAINTENANCE	2,500.00	2,571.28	(71.28)	102.85
001-519-546.005	BUILDING & FACILITIES MAINTENANCE	24,100.00	26,246.73	(2,146.73)	108.91
001-519-546.005.018	BUILDING & FACILITIES MAINTENANCE	0.00	2,626.00	(2,626.00)	100.00
001-519-546.006	PARKS MAINTENANCE	20,400.00	15,993.26	4,406.74	78.40
001-519-546.007	TREE MAINTENANCE	24,000.00	0.00	24,000.00	0.00
001-519-546.007.TMF	TREE MAINTENANCE	0.00	4,200.00	(4,200.00)	100.00
001-519-546.008	STREET MAINTENANCE	24,000.00	13,969.70	10,030.30	58.21
001-519-547.000	PRINTING	10,000.00	8,009.96	1,990.04	80.10
001-519-549.001	OTHER GENERAL GOVERNMENT	0.00	4,146.06	(4,146.06)	100.00
001-519-551.000	OFFICE SUPPLIES	17,200.00	15,424.74	1,775.26	89.68
001-519-552.000	FUEL AND OIL	960.00	1,145.20	(185.20)	119.29
001-519-552.001	ARCHIVES AND STORAGE	8,400.00	10,053.10	(1,653.10)	119.68
001-519-552.003	ORDINANCE CODIFICATION	3,000.00	5,251.60	(2,251.60)	175.05
001-519-552.004	SOFTWARE/LICENSING	9,815.00	16,326.66	(6,511.66)	166.34
001-519-552.005	OPERATING SUPPLIES	1,400.00	382.45	1,017.55	27.32
001-519-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	350.00	2,201.19	(1,851.19)	628.91
001-519-555.000	TRAINING/EDUCATION	5,000.00	440.00	4,560.00	8.80
OPERATING		298,530.00	361,787.06	(63,257.06)	121.19
Total Dept 519 - GOVERNMENTAL SERVICES		427,766.00	490,661.38	(62,895.38)	114.70
Dept 521 - POLICE					
PAYROLL					
001-521-512.000	SALARIES & WAGES	740,000.00	572,919.03	167,080.97	77.42
001-521-514.000	OVERTIME	15,000.00	9,425.14	5,574.86	62.83
001-521-514.001	OVERTIME - COURT TIME	2,000.00	1,059.42	940.58	52.97
001-521-514.002	OVERTIME - STORM	6,000.00	0.00	6,000.00	0.00
001-521-514.014	OVERTIME - SSPR PHASE 3 TRAFFIC CONTROL	10,000.00	0.00	10,000.00	0.00
001-521-515.001	SPECIAL PAY - FTO/BOOTS	2,500.00	3,830.00	(1,330.00)	153.20
001-521-515.003	PD STATUTORY INCENTIVE	10,000.00	4,965.00	5,035.00	49.65
001-521-517.000	SICK LEAVE INCENTIVE	5,000.00	5,003.86	(3.86)	100.08
001-521-521.000	FICA	59,000.00	45,661.14	13,338.86	77.39
001-521-522.000	RETIREMENT	117,200.00	83,691.71	33,508.29	71.41
001-521-523.000	HEALTH INSURANCE	195,000.00	77,971.51	117,028.49	39.99
001-521-523.003	LIFE & DISABILITY INSURANCE	4,500.00	4,290.06	209.94	95.33
PAYROLL		1,166,200.00	808,816.87	357,383.13	69.35
OPERATING					
001-521-515.002	PD MILEAGE	12,000.00	16,821.62	(4,821.62)	140.18
001-521-531.000	PROFESSIONAL SERVICES	13,241.00	6,592.00	6,649.00	49.78
001-521-534.002	CONTRACTED SERVICES	54,223.00	16,825.03	37,397.97	31.03
001-521-541.000	COMMUNICATION NETWORK	8,440.00	3,566.65	4,873.35	42.26
001-521-542.000	POSTAGE	0.00	18.40	(18.40)	100.00
001-521-545.000	INSURANCE - PROPERTY & LIABILITY	1,000.00	694.00	306.00	

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 08/31/2024
% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
001-521-546.002	EQUIPMENT MAINTENANCE	4,991.00	1,983.67	3,007.33	39.74
001-521-546.004	VEHICLE MAINTENANCE	22,000.00	11,480.33	10,519.67	52.18
001-521-547.000	PRINTING	1,827.00	1,170.62	656.38	64.07
001-521-551.000	OFFICE SUPPLIES	1,000.00	5,006.32	(4,006.32)	500.63
001-521-552.000	FUEL AND OIL	32,000.00	23,187.21	8,812.79	72.46
001-521-552.005	OPERATING SUPPLIES	10,000.00	81.10	9,918.90	0.81
001-521-552.006	ENFORCEMENT SUPPLIES	12,643.00	6,947.64	5,695.36	54.95
001-521-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	2,260.00	9,177.78	(6,917.78)	406.10
001-521-555.000	TRAINING/EDUCATION	7,925.00	2,346.28	5,578.72	29.61
OPERATING		183,550.00	105,898.65	77,651.35	57.69
CAPITAL					
001-521-564.000	MACHINERY & EQUIPMENT	0.00	15,327.09	(15,327.09)	100.00
CAPITAL		0.00	15,327.09	(15,327.09)	100.00
Total Dept 521 - POLICE		1,349,750.00	930,042.61	419,707.39	68.90
Dept 522 - FIRE					
OPERATING					
001-522-534.001	FIRE RESCUE CONTRACTED	565,231.00	565,231.00	0.00	100.00
OPERATING		565,231.00	565,231.00	0.00	100.00
Total Dept 522 - FIRE		565,231.00	565,231.00	0.00	100.00
TOTAL EXPENDITURES		3,374,093.00	2,936,257.86	437,835.14	87.02
Fund 001 - GENERAL FUND:					
TOTAL REVENUES		3,473,345.00	3,627,043.34	(153,698.34)	104.43
TOTAL EXPENDITURES		3,374,093.00	2,936,257.86	437,835.14	87.02
NET OF REVENUES & EXPENDITURES		99,252.00	690,785.48	(591,533.48)	695.99

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT

PERIOD ENDING 08/31/2024

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% 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	354,431.20	75,568.80	82.43
101-000-322.001	TECHNOLOGY FEE	21,000.00	14,890.22	6,109.78	70.91
101-000-322.003	SITE PLAN REVIEWS	0.00	4,902.50	(4,902.50)	100.00
BUILDING PERMITS AND FEES		451,000.00	374,223.92	76,776.08	82.98
TRANSFERS					
101-000-381.000	RESERVE UTILIZATION	146,554.00	0.00	146,554.00	0.00
TRANSFERS		146,554.00	0.00	146,554.00	0.00
Total Dept 000 - RESERVES		597,554.00	374,223.92	223,330.08	62.63
TOTAL REVENUES		597,554.00	374,223.92	223,330.08	62.63
Expenditures					
Dept 524 - BUILDING					
PAYROLL					
101-524-512.000	SALARIES & WAGES	273,434.00	246,592.94	26,841.06	90.18
101-524-517.000	SICK LEAVE INCENTIVE	1,000.00	543.80	456.20	54.38
101-524-521.000	FICA	20,920.00	18,284.60	2,635.40	87.40
101-524-522.000	RETIREMENT	41,100.00	36,549.22	4,550.78	88.93
101-524-523.000	HEALTH INSURANCE	40,000.00	29,656.60	10,343.40	74.14
101-524-523.003	LIFE & DISABILITY INSURANCE	2,000.00	1,869.32	130.68	93.47
101-524-524.000	WORKERS' COMPENSATION INSURANCE	5,000.00	3,678.99	1,321.01	73.58
PAYROLL		383,454.00	337,175.47	46,278.53	87.93
OPERATING					
101-524-531.002	BUILDING INSPECTOR SERVICES	7,000.00	3,081.25	3,918.75	44.02
101-524-531.500	ENGINEERING SERVICES	15,000.00	8,930.00	6,070.00	59.53
101-524-541.000	COMMUNICATION NETWORK	1,400.00	530.90	869.10	37.92
101-524-541.004	TECHNOLOGY EXPENSE	6,000.00	1,308.72	4,691.28	21.81
101-524-542.000	POSTAGE	2,000.00	0.00	2,000.00	0.00
101-524-545.000	INSURANCE - PROPERTY & LIABILITY	10,000.00	9,618.30	381.70	96.18
101-524-546.004	VEHICLE MAINTENANCE	1,000.00	55.43	944.57	5.54
101-524-551.000	OFFICE SUPPLIES	10,000.00	7,496.45	2,503.55	74.96
101-524-552.000	FUEL AND OIL	1,200.00	571.14	628.86	47.60
101-524-552.001	ARCHIVES AND STORAGE	2,000.00	1,621.41	378.59	81.07
101-524-552.004	SOFTWARE/LICENSING	7,500.00	6,185.89	1,314.11	82.48
101-524-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	3,000.00	807.28	2,192.72	26.91
101-524-555.000	TRAINING/EDUCATION	3,000.00	520.50	2,479.50	17.35
OPERATING		69,100.00	40,727.27	28,372.73	58.94
CAPITAL					
101-524-562.000	BUILDING IMPROVEMENTS	80,000.00	0.00	80,000.00	0.00
101-524-564.000	MACHINERY & EQUIPMENT	65,000.00	0.00	65,000.00	0.00
CAPITAL		145,000.00	0.00	145,000.00	0.00
Total Dept 524 - BUILDING		597,554.00	377,902.74	219,651.26	63.24
TOTAL EXPENDITURES		597,554.00	377,902.74	219,651.26	63.24
Fund 101 - BUILDING PERMIT FUND:					
TOTAL REVENUES		597,554.00	374,223.92	223,330.08	62.63
TOTAL EXPENDITURES		597,554.00	377,902.74	219,651.26	63.24
NET OF REVENUES & EXPENDITURES		0.00	(3,678.82)	3,678.82	1

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT
PERIOD ENDING 08/31/2024
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REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT

PERIOD ENDING 08/31/2024

% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDG	YTD BALANCE 08/31/2024 NORMAL (ABNOR	AVAILABLE BALANCE NORMAL (ABNOR	% BDGT USED
Fund 301 - CAPITAL PROJECTS					
Revenues					
Dept 000 - RESERVES					
TAXES					
301-000-312.410	GAS TAX	100,000.00	121,449.78	(21,449.78)	121.45
301-000-312.420	GAS TAX SECOND LOCAL OPTION	81,000.00	87,842.56	(6,842.56)	108.45
TAXES		181,000.00	209,292.34	(28,292.34)	115.63
BUILDING PERMITS AND FEES					
301-000-325.200	BUILDING DEPT ROAD IMPROVEMENT FEE	150,000.00	184,191.88	(34,191.88)	122.79
BUILDING PERMITS AND FEES		150,000.00	184,191.88	(34,191.88)	122.79
MISCELLANEOUS					
301-000-361.100	INTEREST	0.00	76,077.86	(76,077.86)	100.00
MISCELLANEOUS		0.00	76,077.86	(76,077.86)	100.00
TRANSFERS					
301-000-381.000	RESERVE UTILIZATION	625,595.00	0.00	625,595.00	0.00
301-000-381.001	TRANSFER FROM GENERAL FUND	344,764.00	344,764.00	0.00	100.00
TRANSFERS		970,359.00	344,764.00	625,595.00	35.53
GRANTS					
301-000-331.350	TMDL GRANT NS029	0.00	3,044.99	(3,044.99)	100.00
301-000-331.353	HMPG GRANT	4,914,000.00	0.00	4,914,000.00	0.00
301-000-334.362	FDEP 23FRP07 - SEPTIC TO SEWER	8,650,000.00	0.00	8,650,000.00	0.00
301-000-334.362.006	FDEP 23FRP07 - SEPTIC TO SEWER	0.00	555,569.50	(555,569.50)	100.00
301-000-334.364	FDEP LPA 0217 - COMM S2S	0.00	185,000.00	(185,000.00)	100.00
301-000-334.364.017	FDEP LPA 0217 - COMM S2S	185,000.00	0.00	185,000.00	0.00
301-000-334.366.020	LEGISLATIVE APPROPRIATIONS	1,000,000.00	0.00	1,000,000.00	0.00
301-000-337.310	MARTIN COUNTY ILA - WATER LINES	1,550,000.00	0.00	1,550,000.00	0.00
301-000-337.310.027	MARTIN COUNTY ILA - WATER LINES	0.00	696,780.00	(696,780.00)	100.00
GRANTS		16,299,000.00	1,440,394.49	14,858,605.51	8.84
Total Dept 000 - RESERVES		17,600,359.00	2,254,720.57	15,345,638.43	12.81
TOTAL REVENUES		17,600,359.00	2,254,720.57	15,345,638.43	12.81
Expenditures					
Dept 519 - GOVERNMENTAL SERVICES					
OPERATING					
301-519-531.400	ENGINEERING SERVICES	75,000.00	6,945.00	68,055.00	9.26
301-519-531.400.006	ENGINEERING SERVICES	(115,205.00)	0.00	(115,205.00)	0.00
301-519-531.400.121	ENGINEERING SERVICES	0.00	1,275.00	(1,275.00)	100.00
301-519-531.401	ENGINEERING SERVICES - GRANT RELATED	0.00	3,805.00	(3,805.00)	100.00
301-519-531.401.005	ENGINEERING SERVICES - GRANT RELATED	0.00	7,560.00	(7,560.00)	100.00
301-519-546.003	LANDSCAPING MAINTENANCE	48,000.00	54,013.60	(6,013.60)	112.53
OPERATING		7,795.00	73,598.60	(65,803.60)	944.18
Total Dept 519 - GOVERNMENTAL SERVICES		7,795.00	73,598.60	(65,803.60)	944.18
Dept 538 - STORMWATER					
OPERATING					
301-538-531.000.MS4	PROFESSIONAL SERVICES	0.00	1,455.00	(1,455.00)	100.00
301-538-531.400	ENGINEERING SERVICES	0.00	10,650.00	(10,650.00)	100.00
301-538-531.400.003	ENGINEERING SERVICES	0.00	118,422.25	(118,422.25)	100.00
301-538-531.400.006	ENGINEERING SERVICES	(19,627.75)	51,323.65	(70,951.40)	(261.49)
301-538-531.400.010	ENGINEERING SERVICES	0.00	26,245.00	(26,245.00)	100.00
301-538-531.400.020	ENGINEERING SERVICES	0.00	73,869.25	(73,869.25)	100.00
301-538-531.400.021	ENGINEERING SERVICES	0.00	46,160.00	(46,160.00)	100.00
301-538-531.400.026	ENGINEERING SERVICES	0.00	7,950.00	(7,950.00)	100.00

REVENUE AND EXPENDITURE REPORT FOR TOWN OF SEWALL'S POINT

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Fund 301 - CAPITAL PROJECTS					
Expenditures					
301-538-531.400.028	ENGINEERING SERVICES	0.00	990.00	(990.00)	100.00
301-538-531.400.121	ENGINEERING SERVICES	0.00	765.00	(765.00)	100.00
301-538-531.401.020	ENGINEERING SERVICES - GRANT RELATED	0.00	540.00	(540.00)	100.00
301-538-546.001	STORMWATER-INLET-OUTFALL MAINTENANCE	100,000.00	862.50	99,137.50	0.86
301-538-546.001.019	STORMWATER-INLET-OUTFALL MAINTENANCE	0.00	3,975.00	(3,975.00)	100.00
301-538-546.001.121	STORMWATER-INLET-OUTFALL MAINTENANCE	0.00	20,146.43	(20,146.43)	100.00
301-538-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	0.00	719.00	(719.00)	100.00
OPERATING		80,372.25	364,073.08	(283,700.83)	452.98
CAPITAL					
301-538-562.000.012	BUILDING IMPROVEMENTS	102,359.00	0.00	102,359.00	0.00
301-538-563.002	STORMWATER IMPROVEMENTS	886,240.00	0.00	886,240.00	0.00
301-538-563.002.006	STORMWATER IMPROVEMENTS	1,000,000.00	963,429.50	36,570.50	96.34
301-538-563.002.017	STORMWATER IMPROVEMENTS	272,160.00	54,319.15	217,840.85	19.96
301-538-563.002.026	STORMWATER IMPROVEMENTS	0.00	93,592.50	(93,592.50)	100.00
301-538-563.002.027	STORMWATER IMPROVEMENTS	1,091,600.00	696,780.00	394,820.00	63.83
CAPITAL		3,352,359.00	1,808,121.15	1,544,237.85	53.94
Total Dept 538 - STORMWATER		3,432,731.25	2,172,194.23	1,260,537.02	63.28
Dept 541 - STREETS AND BRIDGES					
OPERATING					
301-541-546.000	STREETLIGHT & SIGN MAINTENANCE	15,000.00	18,196.02	(3,196.02)	121.31
301-541-546.007	TREE MAINTENANCE	10,000.00	3,800.00	6,200.00	38.00
301-541-546.008	STREET MAINTENANCE	50,000.00	4,188.92	45,811.08	8.38
301-541-546.009	BRIDGE MAINTENANCE	50,000.00	0.00	50,000.00	0.00
OPERATING		125,000.00	26,184.94	98,815.06	20.95
CAPITAL					
301-541-563.030	ROAD & BRIDGE CAPITAL PROJECTS	13,900,000.00	0.00	13,900,000.00	0.00
CAPITAL		13,900,000.00	0.00	13,900,000.00	0.00
Total Dept 541 - STREETS AND BRIDGES		14,025,000.00	26,184.94	13,998,815.06	0.19
TOTAL EXPENDITURES		17,465,526.25	2,271,977.77	15,193,548.48	13.01
Fund 301 - CAPITAL PROJECTS:					
TOTAL REVENUES		17,600,359.00	2,254,720.57	15,345,638.43	12.81
TOTAL EXPENDITURES		17,465,526.25	2,271,977.77	15,193,548.48	13.01
NET OF REVENUES & EXPENDITURES		134,832.75	(17,257.20)	152,089.95	12.80
TOTAL REVENUES - ALL FUNDS		21,671,258.00	6,255,987.83	15,415,270.17	28.87
TOTAL EXPENDITURES - ALL FUNDS		21,437,173.25	5,586,138.37	15,851,034.88	26.06
NET OF REVENUES & EXPENDITURES		234,084.75	669,849.46	(435,764.71)	286.16

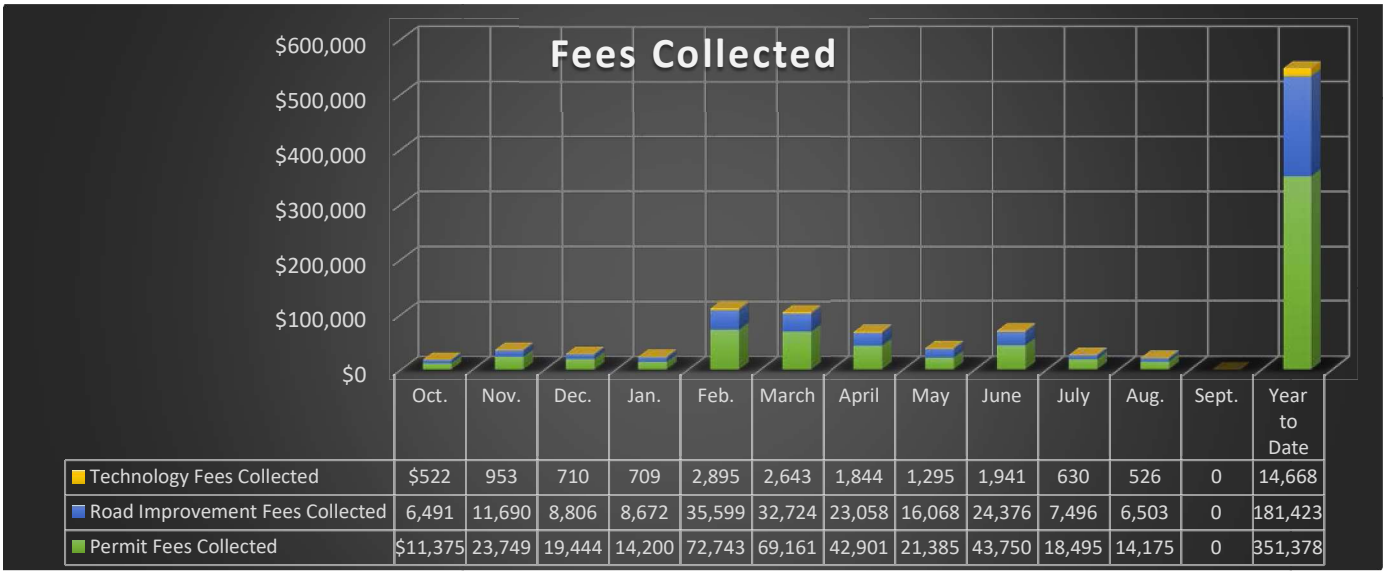
TOWN OF SEWALL'S POINT

TO: **Town Commission**

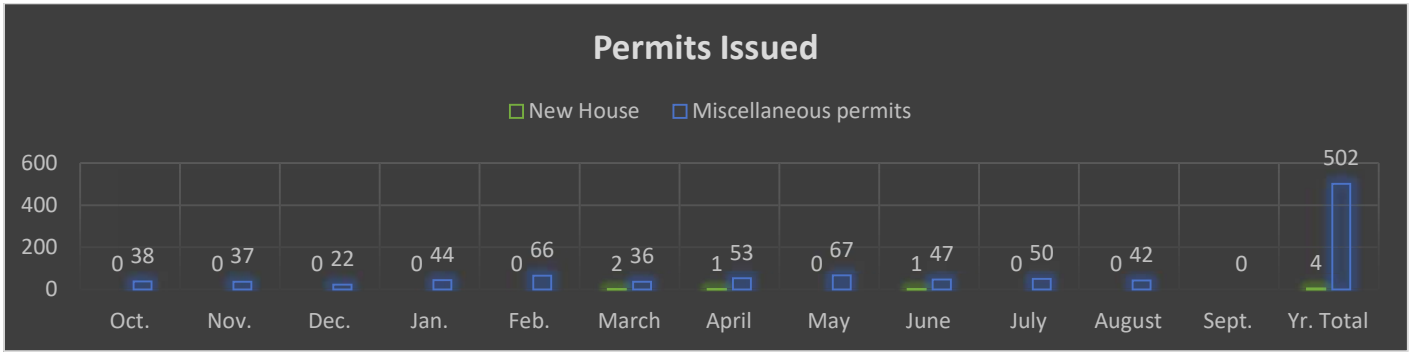
FROM: **Jack Reisinger, Building Official through Robert Daniels, Town Manager**

SUBJECT: **2023-2024 Building Permitting Report**

Regular Commission Meeting of September 23, 2024



	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Year to Date
Technology Fees Collected	$522	953	710	709	2,895	2,643	1,844	1,295	1,941	630	526	0	14,668
Road Improvement Fees Collected	6,491	11,690	8,806	8,672	35,599	32,724	23,058	16,068	24,376	7,496	6,503	0	181,423
Permit Fees Collected	$11,375	23,749	19,444	14,200	72,743	69,161	42,901	21,385	43,750	18,495	14,175	0	351,378



Building Department Budget for 2023-2024

- Building Permit Fees: $400,000 of which $351,328 has been collected for the fiscal year to date.
- Road Improvement Fees: $162,500 of which $181,423 has been collected for the fiscal year to date.

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

JOHN TOMPECK
Mayor

FRANK FENDER
Vice Mayor

VINNY BARILE
Commissioner

DAVE KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

ROBERT DANIELS-ICMA-CM
Town Manager

APRIL C. STONCIUS, MMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official/PW Director

MARIA PIERCE
Finance/HR Director

Regular Town Commission Meeting &
Tentative Budget Hearing Minutes
September 9, 2024
6:00 p.m.

I. CALL TO ORDER

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

a. Pledge of Allegiance to the Flag

Mayor Tompeck lead the assembly in the Pledge of Allegiance.

b. Roll Call

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

II. PROCLAMATIONS AND PRESENTATIONS

a. Hunger Action Month – September - Karen Aiello – Treasure Coast Food Bank

The Town Clerk read the proclamation into the record. Mayor Tompeck presented the proclamation to Karen Aiello of the TCFB, who thanked the Commission for proclaiming October as Hunger Action Month on behalf of the TCFB organization. She stated that more information could be accessed at https://stophunger.org/.

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

There were no public comments heard under this item.

IV. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were no changes made to the Agenda.

V. APPROVAL OF AGENDA

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

VI. CONSENT AGENDA

a. Minutes – August 27, 2024
b. Martin County Mosquito Control Interlocal Agreement Renewal
c. Memorandum of Understanding - PBA
d. Police Department Statistics and Activity Report – April – June 2024

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

VII. PUBLIC HEARING – TRIM & BUDGET

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

The Town Manager stated that the proposed millage rate of 3.27 mills was greater than the rolled-back rate of 3.0320 mills by 7.85%.

b. Resolution No. 977 – Adopt Tentative Millage Rate

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

There being no discussion, Vice Mayor Fender **moved** to approve Resolution No. 977. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.

c. Resolution No. 978 – Adopt Tentative FY25 Budget – Presentation

Mayor Tompeck noted that comments were received from Frank Tidikis and Alan DeRosa. (Attached) The Town Manager stated that he would address the comments during the presentation.

The Town Manager stated that the tax revenues increased by 27% over the past four years since the adoption of the .04 mill ad valorem tax for road improvements. He explained that the operating revenue increased by 25%, which was placed into the Reserve Fund, and that the operating expenses increased by 7% in FY 24. The Town Manager stated that $387,000 was removed from the CIP, as the resiliency work on North Sewall's Point Road was not ready to move forward, per the county.

The Town Manager stated that in reference to employee's pensions, 25% vesting was proposed beginning in year-two, up to the fifth year, in order to become 100% vested and retain employees.

There was a **consensus** of the Commission not to apply for a loan at this time for the road project.

Mayor Tompeck inquired as to the Building Fund and the statutory limitations, to which the Building Official responded that the statute required three years of funds kept in it, in the event there was a downturn in the economy the Building Department would be sustainable. Commissioner Barile inquired as to what the statute was that required the Building Department funds to be spent only on Building Department items, to which the Town Attorney responded that he would provide it.

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

There being no further discussion, Commissioner Mayfield **moved** to approve Resolution No. 978 Adopting the Tentative Budget FY 24-25. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

VIII. PUBLIC HEARING - ORDINANCE - SECOND READING

a. Ordinance No. 467- Animal Control

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

Vice Mayor Fender recommended a comma after the word ‘biting’ in Section 10-1 - Definitions. Commissioner Mayfield requested that the word ‘exhibited’ replace ‘exhibiting,’ in order to use the correct tense in the same section.

There being no further discussion, Vice Mayor Fender **moved** to approve the second reading of Ordinance No. 467, with the stated changes. Commissioner Barile **seconded** the motion, which **passed unanimously** by roll call vote.

IX. PUBLIC HEARING - ORDINANCE - FIRST READING

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

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

Commissioner Mayfield stated that in Section 82-484, Additional Standards, Item b), ‘Installed in the side yard and/or rear yard only’ was previously agreed upon to be removed. She said that the synthetic turf should not be regulated and that it should include the front yard, too. The Town Attorney recommended that the numbered items under Item b) be removed and renumbered as b, c, and d. Mayor Tompeck clarified that if any artificial turf was in the right-of-way and was damaged, the Town would not be responsible for it.

There being no further discussion, Commissioner Mayfield **moved** to approve the first reading of Ordinance No. 466, with the stated changes. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

X. RESOLUTIONS

This item was previously heard after the Consent Agenda.

XI. OLD BUSINESS

There was nothing scheduled under this item.

XII. NEW BUSINESS

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

The Town Engineer stated that a bid was received for the SSPR Phase 3 Road Improvements project from J.W. Cheatham, and that a contract was being prepared for the work. He said that in reference to River Road between Mandalay and Sewall's Meadows, it would entail underground storage pipes and inlets. The Town Engineer advised that he was able to negotiate a reduced price for the emergency repair work from $341,000 to $300,000, which could begin in October and to be completed by the end of the year, in order to start the work on Phase 3 in January of 2025.

Mayor Tompeck inquired as to the Mandalay Lot 1 area drainage price in the amount of $76,125, to which the Town Engineer responded that the price would be difficult to reduce. He recommended that a meeting be scheduled with both property owners in that area to review the plan and note their preferences prior to beginning the work.

Mayor Tompeck stated that the decision was already made to spend $250,000 out of the CIP dedicated millage funds, but that the amount had increased to $300,000. Commissioner Barile was in favor of using the $300,000 for the emergency project on River Road. Mayor Tompeck pointed out that there was also an opportunity to receive a grant to complete the project.

It was the **consensus** of the Commission to table the item to a future meeting, in order to determine if there were grant funds available to cover the emergency project on River Road.

XIII. DISCUSSION

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

The Town Manager stated that he received a proposal for 78 S. Sewall's Point Road in the amount of $1.5 million, and was bringing it forward to the Commission for review.

It was the **consensus** of the Commission to allow the Town Manager to review any future offers on the property up to $2 million, and anything over that amount would be brought forward for approval.

XIV. COMMISSION AND STAFF CLOSING COMMENTS

a. STAFF

The Town Manager stated that the next meeting would include the Final Budget Hearing held on Monday, September 23, 2024, beginning at 6:00 p.m. He referenced the upcoming 9/11 Memorial Remembrance Day, and requested that everyone pause for a moment of silence at 8:46 a.m.

b. COMMISSIONERS

Vice Mayor Fender stated that he had received comments on the communication aspect, as residents only received emails. The Town Manager clarified that a newsletter was also distributed to the community two months ago, and would possibly be sent out semi-annually or three times per year. He stated that the next one would be mailed prior to the holidays in November. Vice Mayor Fender said that the content was requested to be more detailed in reference to the ongoing projects.

Vice Mayor Fender said that in reference to the Brightline train, a letter of support was submitted from the Commission to the Martin County Board of County Commissioners and the City of Stuart. He inquired as to where the Commission stood on the issue. Mayor Tompeck agreed with the concept. Commissioner Kurzman recommended support for the Tri Rail instead, as it was more economical. Commissioner Mayfield stated that the Town was not involved in the matter. Commissioner Barile was in support of the City of Stuart and their decision on the issue.

XV. ADJOURN

There being no further business, the meeting adjourned at 8:00 p.m.

APPROVED:

_____
Mayor John Tompeck, Presiding Officer

ATTEST:

_____
April C. Stoncius, Town Clerk

Minutes approved at the meeting of: September 23, 2024

Comments on the Budget in Brief to be presented at the September 9th Commission Meeting

We would like to thank Mr. Daniels and Mrs. Pierce for spending several hours with us in reviewing the FYE 2025 Budget. After that meeting, there are several observations we wish to share with the Commission. These observations have also elicited questions which are bolded. Unfortunately, due to other commitments, we are not able to attend the meeting.

1. Tax Revenue has gone up 61% in four years; Yet due to drops in other categories of Revenue, Operating revenue is only up 25%. **Is this trend acceptable?**

2. Operating expenses have risen by 32.9% primarily driven by Debt service, Finance, Police and Fire. When fully staffed, police and fire account for 57.8% of the expenses in FYE 2024. This will increase to 76.6% in the proposed budget. **Are there opportunities to reduce some of these expenses? For example, can vehicle replacement time frames be elongated?**

3. Building Fund shows a negative cash flow with increasing expenses. The budget predicated dipping into reserves. Site plan review fees are decreasing by 50% indicating a drop off in building activity**. Is this the beginning of a trend?**

4. Capital Fund Revenue is $2.6M less than planned expenditures. It needs to be determined how much is timing vs unfunded projects. Engineering services have gone from $214K in FYE2022 to a recommended $712K for FYE 25. Engineering fees for North Sewall's Point Road makes up $387,000 of the $712,000. **Is the County ready to move ahead on North Sewall's Point Road?**

5. As of the end of FYE 2024, projected surplus plus reserves is approximately $5.1 Million.

OPERATING UNRESTRICTED	$	1,169,659
OPERATING RESERVE		$500,000
DISASTER		$1,000,000
FIRE RESCUE		$400,000
BUILDING FUND		$562,766
CAPITAL IMPROVEMENT FUND		$1,369,929
Total	$	5,002,354

Is there an opportunity to reducing the .04 mils?

6. Employee Retention: When considering vesting, it was stated that by changing the vesting schedule, the "critical two-to-five-year employment tenure" may aid in retaining staff. **Consider vesting at the end of year 2,3,4,5 at 25%/year to cover this period.** Please note that vesting in other municipalities are 5-7 years.

7. Four grants were recently approved for submission which required a $14M match. The budget calls for Reserve Utilization of $1,842,969 and a Transfer from the General Fund of $385,349. **Which reserve fund is the $1,842,969 being utilized, General Operation or Capital Improvement Fund? Will there still be a shortfall on the $14M match requirement?**

8. Streets and Bridges are budgeted at $160,000, which represents .67% of the total capital budget. **Is this sufficient to maintain our current infrastructure?**

Thank you for your consideration of these issues.

Sincerely,

Alan DeRosa
Frank Tidikis

To clarify some issues that have arisen, our tax revenues have increased 27% over the past four years. That is looking at fiscal year 22 through Fiscal year 25. During this same time frame, our operating revenue went up 25%.

Our operating expenses has increased by 7% over fiscal year 24. In fiscal year 24, public safety expenses amounted to approximately 60% Of the overall budget. With the budgeted increase in fiscal year 25, public safety will increase to 64% of our overall budget.

In fiscal year 24, the Commission instituted an ordinance change requiring site plan approval for drainage requiring an engineer review of this submitted documentation to the building department period. The fees charged for the site plan review in this process are passed through fees. In other words, the applicant for a building permit is only charged the expenses of our engineer to review the site plan period. Not knowing how many applications we will have within the year, an estimate of those fees that will be passed through was made for budgetary purposes.

As previously stated during Commission meetings, Martin County administration is not prepared to move forward with resiliency work on North Sewall's Point Road. Therefore, 387,000 dollars has been removed from the capital budget after communicating with Commissioner Barile.

There have been discussions involving the dedicated Ad valorem tax for the resiliency projects involving Sewall's Point Road. The amount is projected to generate $385,000 in Fiscal year 25 and will be used for matching grants and cash flows. Without this funding loans would have to generate the additional funding at an increased expense. Most of the ending balances for fiscal year 24 involve restricted funds and operating funds that do not have a balance at this time. This information is normally included in an end of the fiscal year budget amendment.

Employee retention has been a big part in retaining and attracting police officers handling the public safety functions of our town. Most police departments offer a retirement plan with a defined benefit. In an effort to keep costs down, our town has maintained a defined contribution plan, which is less expensive than the defined benefit plan. Therefore, as part of our budget considerations is moving the vesting for our pension plan to a 25% vesting at the end of year two, three, four and five. Changing The vesting plan has no fiscal impact on the town.

Another question arose over the grants that were recently applied for the town. These grants cover projects over the next four years and could have a requirement to match the grant funds at a rate of 50%. In essence, every dollar received and grant funding would require a dollar be paid from local funds. The match can also be met by using different funding opportunities. If the town is successful in obtaining the additional grant

funding, there is an opportunity to take state grant dollars and use them to match federal grant dollars and vice versa. Most of these grants involve the roadway and stormwater construction planned for the South end of the town. There is an additional 160,000 dollars budgeted for ancillary street and bridge repairs.

INTERLOCAL AGREEMENT BETWEEN
MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT
FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL,
INSPECTION AND PLAN REVIEW SERVICES

THIS INTERLOCAL AGREEMENT is made by and between the Martin County Board of County Commissioners, a political subdivision of the State of Florida (the "County") and the Town of Sewall's Point, a Florida municipal corporation (the "Town").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement ("Agreement") pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Town desires to enter into an Interlocal agreement with Martin County to provide certain Building Inspection related services on an as needed basis in the absence of the Town's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the Town, for compliance with the Florida Building Code; and

WHEREAS, the County has agreed to authorize its Building Official through its Building Department to provide such services as needed, to the extent that the provision of these services do not interfere in the opinion of the County's Building Official, with the efficient operation of its own Building Department; and

WHEREAS, the Town will provide all other review and determinations, including but not limited to, compliance with Town ordinances, zoning code regulations and its comprehensive plan; and

WHEREAS, the Town will be responsible for any disputes or appeals arising out of the issuance or denial of a building permit and/or the passing or failure of a building inspection.

NOW, THEREFORE, the County and the Town agree that:

1. The above introductory clauses are hereby incorporated as specific terms of this Agreement.

2. The term of this Agreement shall be from October 1, 2024 through September 30, 2025. The Agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing.

3. In the event any dispute or appeal should arise concerning the denial or issuance of a building permit, the Town agrees to handle such dispute or appeal and shall indemnify and defend the County should the County be named as a party to any such dispute or appeal; however, the Town shall not indemnify or defend the County for the negligence of any County employee or official. This provision shall in no way be deemed a waiver of sovereign immunity afforded the Town and the County by Florida law and Section 768.28, Fla. Stat., or a consent to be sued by third parties.

4. As between the Town and the County, to the extent allowed by Florida law, the Town assumes responsibility for the negligence of Town employees and the County assumes responsibility for the negligence of County employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded the Town and the County by Florida law, the provisions of Section 689.071, Fla. Stat., or a consent to be sued by third parties.

5. This Agreement may be terminated by either party upon seven (7) days prior written notice to the other party.

6. The Town shall be responsible for retention of all records in accordance with Florida law.

7. As compensation for its services, the County will bill the Town monthly in an amount equal to $130/hour for the Building Official's logged time for that month, at a rate of $117.50/hour for the Assistant Building Official's logged time for that month and at a rate of $105/hour for an inspector's/plan reviewer's logged time for that month. Detailed reports and substantiating data shall be provided by the County to the Town to support the invoice. The Town agrees to pay all such bills within thirty (30) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and Town as needed.

8. The Town and County agree that each shall be responsible for their own costs, including attorney fees, incurred by the parties as a result of a dispute arising between the parties concerning this Agreement.

9. This Agreement shall be filed with the Martin County, Clerk of the Circuit Court, as required by Section 163.01(11), Fla. Stat.

10. All written notices required under this Agreement shall be sent first class, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered at the address set forth below, or to such other address as either party may from time to time specify to the other party in writing:

COUNTY:	**TOWN:**
Martin County Building Department	Town of Sewall's Point
900 SE Ruhnke St.	1 S. Sewall's Point Rd.
Stuart, FL 34994	Sewall's Point, FL 34996
Attn: Jeffrey Dougherty	Attn: Jack Reisinger

11. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DULY EXECUTED BY MARTIN COUNTY THIS ___ DAY OF _____, 2024.

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
HAROLD E. JENKINS II, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
SARAH W. WOODS
COUNTY ATTORNEY

DULY EXECUTED BY THE TOWN OF SEWALL'S POINT THIS __ DAY OF _____, 2024.

ATTEST:

_____
APRIL STONCIUS, MMC,
TOWN CLERK

TOWN OF SEWALL'S POINT

_____
JOHN TOMPECK, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
GLEN TORCIVIA, TOWN ATTORNEY

TOWN OF SEWALL'S POINT

TO: **Mayor & Town Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **Preferred Governmental Insurance Trust Annual Renewal – Workers' Compensation**

DATE: **Regular Commission Meeting – September 23, 2024**
Consent Agenda

Background:
The Town is required to have Workers' Compensation Insurance for all employees. The Town is currently in a "Self-Insurance Trust", which allows for pooled rates. The attached quote for the fiscal year 2025 is $34,082. There is a 24% increase in this year's rate over FY 2024 which is due to a jump in claims experience from 1.26 to 1.31. Staff does anticipate the claims experience will adjust back down in 3 – 4 years as long as there are no new claims during this time period.

Budget:
Workers' Compensation Insurance has been budgeted for in the 2025 FY adopted budget.

Recommendation:
Staff recommends approving the renewal of the Workers' Compensation Insurance with Preferred Governmental Insurance Trust.

Public Risk Underwriters

Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Town of Sewall's Point

WC FL1 0432501 24-09 01 - 2

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for
Town of Sewall's Point

Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. In the event of differences, the Coverage Agreement form prevails. Specimen forms are available upon request.

If you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE QUOTE

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Quote No.: WC FL1 0432501 24-09 01 - 2

Effective Date: 10/01/2024

Quote Expiration Date: 10/01/2024

QUOTE FOR

Town of Sewall's Point

1 South Sewall's Point Road, Stuart FL, 34996

Presented by Public Risk Underwriters for:

Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)
2160 West State Road 434 Suite 100, Longwood FL, 32779
09/18/2024 01:49:10 PM

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST



Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

Preferred is a proven structure of strength created to protect Florida's public sector.

FL License #L055432
PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgit.org

071024

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Print Date: 9/18/2024

Service is the heart of what we do

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs ***at no additional cost.***



DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

+ Onsite safety inspections
+ Safety training on hundreds of topics
+ Safety program development, review & evaluation
+ Claims analysis & management
+ Claims reviews and Claims 101's
+ Disaster preparedness services

PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

+ Breach health check
+ Customizable Incident Response Plan
+ Unlimited Access to Cybersecurity Experts
+ Immediate crisis management & response
+ Digital Forensic, IR Readiness and Data Review services and consultations available

HR Helpline Services

+ Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

+ WAVE by WebAIM accessibility evaluation tool
+ Expert guidance on ADA compliance

VECTOR SOLUTIONS Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS 50/50 matching safety & loss control grant program up to $5,000.

60,000+
Completed Training Courses

$3,500,000+
in TIPS Grants

74%
Risk Management Resource Center Utilization

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Your Member Services & Loss Control Team



Kevin Meehan oversees Trust Services. He is responsible for implementing service initiatives for Preferred members and agents. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM). He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications.



Pam Hancock leads the Loss Control team. She has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

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Personalized Top-Tier Claims Service



450
Government Entities Served by PGCS

20
Average Years of Teammate Industry Experience

12
Average Years of Teammate Tenure at PGCS

3
Decades of Claims Service

24/7
Claims Service

PGCS™ Claim Services

PGCS Leadership Team



Fred Tucker, Vice President Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.



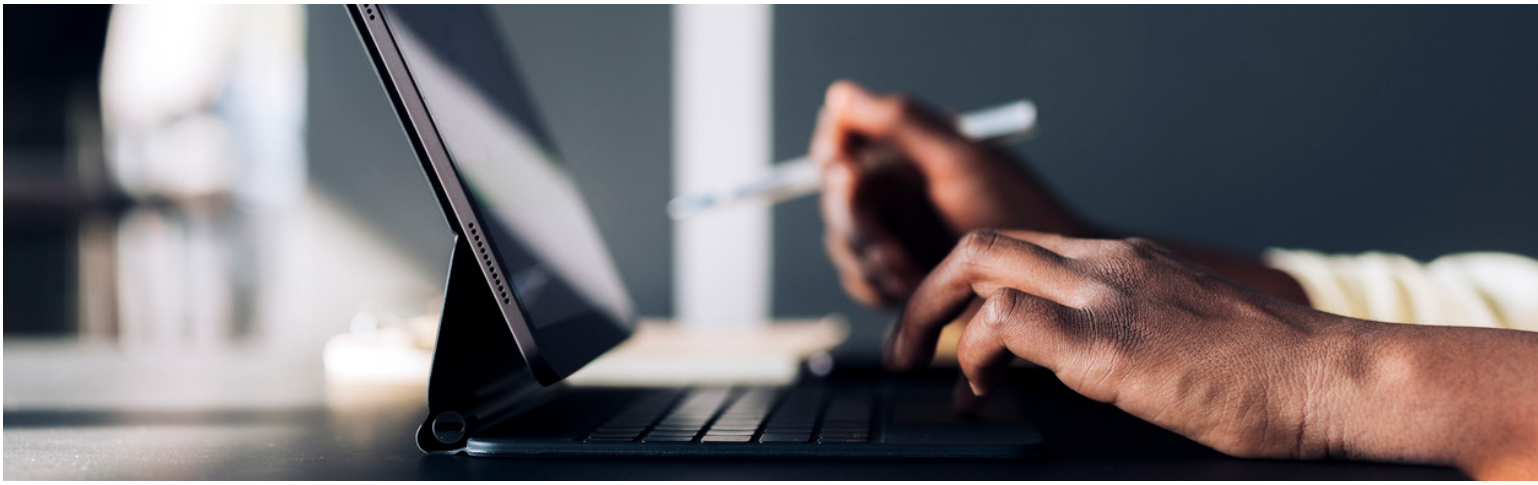
Cheryl Riley, Director of WC Claims Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.



Stacy Hargrove, Director of Liability Claims Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.

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Innovative Solutions. Accurate Valuations.



In partnership with Centurisk, Preferred provides property appraisals **for all property locations at no cost to our members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by Centurisk on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to "stated value".

Centurisk

You receive exclusive access to the AMP platform, which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design, which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.

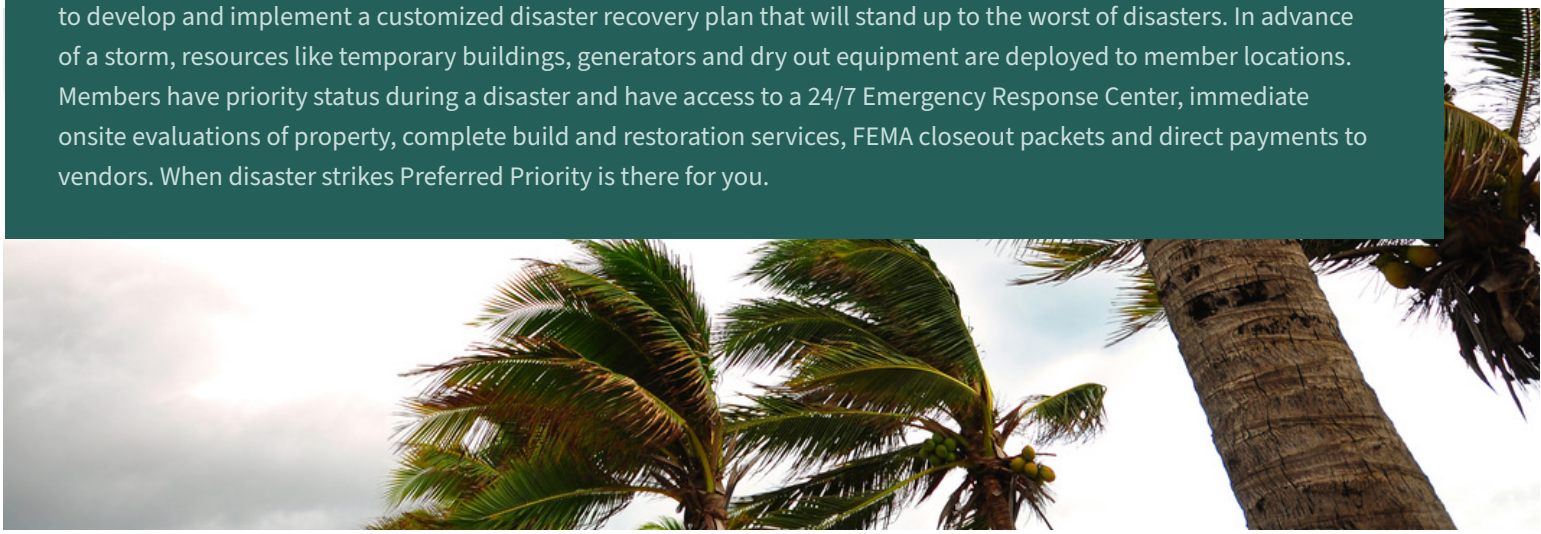
AMP
ASSET MANAGEMENT PLATFORM

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Disaster Preparedness and Response

Preferred Priority is with you every step of the way

Preferred Priority is an enhanced disaster recovery service designed for Preferred members to streamline the disaster recovery process. This customized service starts with preparedness. Our loss control consultants work with members to develop and implement a customized disaster recovery plan that will stand up to the worst of disasters. In advance of a storm, resources like temporary buildings, generators and dry out equipment are deployed to member locations. Members have priority status during a disaster and have access to a 24/7 Emergency Response Center, immediate onsite evaluations of property, complete build and restoration services, FEMA closeout packets and direct payments to vendors. When disaster strikes Preferred Priority is there for you.



BluSky restoration | renovation | environmental | roofing

Preferred Priority is a member-centric emergency response partnership with BluSky Restoration, ensuring each member receives top-priority service without delays. This partnership is designed to provide immediate access to essential resources and expertise in times of crisis. BluSky Restoration's dedicated team is ready 24/7, including holidays and weekends, to deliver rapid and effective mitigation and property restoration services. Our agreement guarantees that every member benefits from a seamless, efficient response, helping them quickly return to normal operations with minimal disruption.

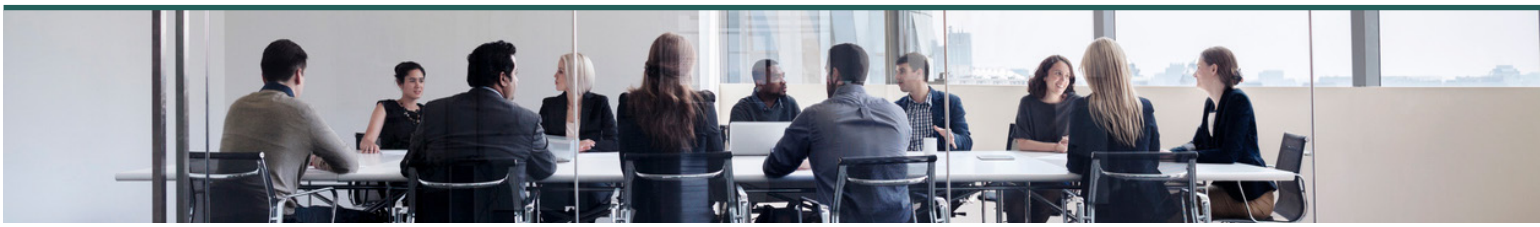
Engle Martin

When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data, which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

To finalize your claim, we provide a claim resolution packet, which includes all documentation to support your claim in addition to FEMA closeout assistance.

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Liability Defense Panel



ROPER, TOWNSEND, SUTPHEN
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

BRIONEZ & BRIONEZ, P.A.
322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

CARR ALLISON
305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
Suite 1100
Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

KELLEY KRONENBERG
1475 Centrepark Blvd,
Suite 275
West Palm Beach, FL 33401
(561) 684-5956
Tampa Jacksonville/ Fort
Lauderdale Locations
www.kelleykronenberg.com

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.
4190 Belfort Rd, Suite 450
Jacksonville, FL 32216
Trinity, FL 34655
(904) 354-5500
www.qpwblaw.com

ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.
470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

RUMBERGER, KIRK & CALDWELL P.A.
101 N. Monroe Street,
Suite 120
Tallahassee, FL 32301
(850) 222-6550
www.rumberger.com

LLOPIZ WIZEL
1451 W Cypress Creek Rd
Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389
www.l-wfirm.com

UNICE, SALZMAN & JENSEN, P.A.
1815 Little Road
Trinity, FL 34655
(727) 723-3772
www.unicesalzman.com

WARNER LAW FIRM, P.A.
501 W 11th St.
Panama City, FL 32401
(850) 784-7772
timwarner@warnerlaw.us

WALTON, LANTAFF, SCHROEDER & CARSON LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

WEISS, SEROTA, HELFMAN, COLE & BIERMAN
2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com

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Workers' Compensation Defense Panel



BARBAS, NUNEZ, SANDERS, BUTLER & HOVSEPIAN
1802 W. Cleveland Street
Tampa, Florida 33606
(813) 279-2686
www.barbaslaw.com

ROPER, TOWNSEND, SUTPHEN
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

CHARTWELL LAW OFFICES, LLP
2984 Wellington Circle
Tallahassee, FL 32309
(850) 668-7900

833 Highland Avenue, Suite 202
Orlando, FL 32803
(407) 203-3600
www.chartwelllaw.com

COLE, STONE & STOUDEMIRE, P.A.
201 North Hogan Street #400
Jacksonville, FL 32202
(904) 352-9664

HERNANDEZ, HICKS & VALOIS
5800 N. Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 938-1920
dhernandez@hhdefense.com

KELLEY KRONENBERG
10245 Centurion Pkwy N. Suite 300
Jacksonville, FL 32256
(904) 549-7700
www.kellevkronenberg.com

PUBLIC ENTITY LEGAL SOLUTIONS
P.O. Box 958464
Lake Mary, FL 32795
(321) 832-1400
ghelm@pelsusa.com
www.bha-law.com

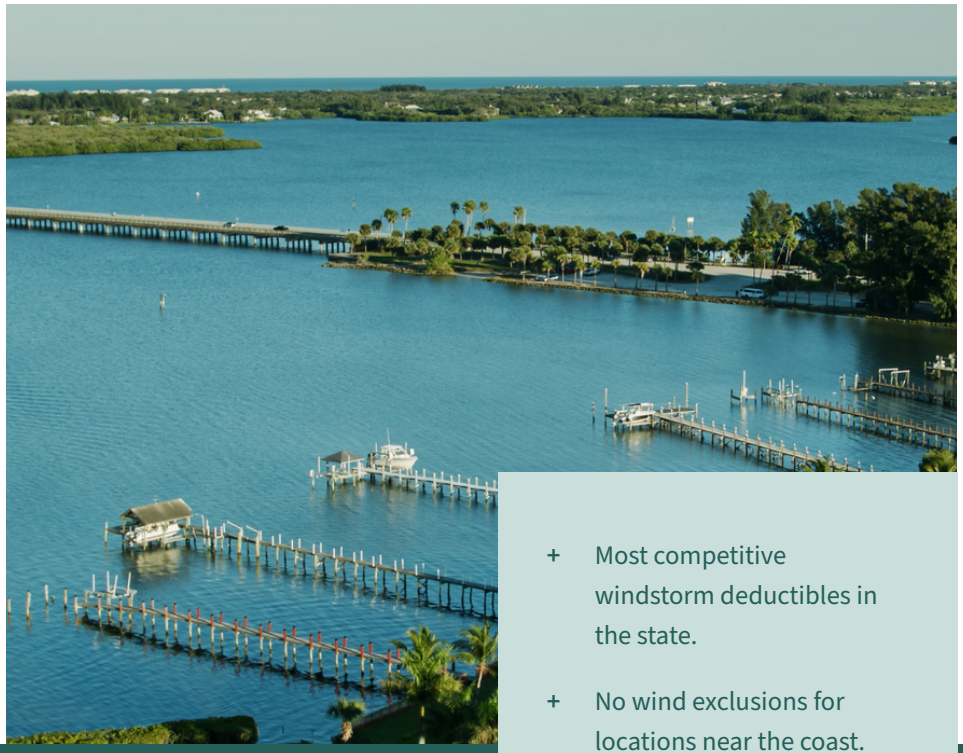
WALTON, LANTAFF, SCHROEDER & CARSON LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

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Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In responding to numerous windstorm events for more than 20 years, Preferred's losses have never exceeded the shared limit purchased.



+ $100,000 of Non Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
+ Professional Liability offered on either claims made or occurrence form.
+ Cyber Liability limits up to $2,000,000 for both 1st and 3rd party claims.
+ Available Limits up to $10,000,000 on all liability lines.
+ Public Officials and Employment Practices liability with no aggregate limit.
+ Defense costs are outside of the limit of liability, deductible does not apply to defense.
+ Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
+ Unmanned Aircraft (Drone) Liability coverage of $500,000.

+ Most competitive windstorm deductibles in the state.
+ No wind exclusions for locations near the coast.
+ No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000.
+ Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
+ Blanket Inland Marine Coverage for individual equipment valued less than $25,000.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Town of Sewall's Point

Term: 10/01/2024 to 10/01/2025

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0432501 24-09 01 - 2

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc(PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Insured: Town of Sewall's Point

Issue Date: 9/18/2024

Agent: Foundation Risk Partners of Florida LLC, DBA
Acentria Insurance (Orlando)

Quote Number: WC FL1 0432501 24-09 01 - 2

Proposed Policy Period: From: 10/01/2024 To: 10/01/2025

Rating Basis Date: 10/01/2024

Emp. Liability Limits: 1,000,000/1,000,000/1,000,000

Quotation Schedule of Operations

Period Effective: 10/01/2024

State: FL	Experience Mod	Status	Effective Date
	1.31	FINAL	10/01/2024

Policy Loc	Insured Loc	Code	Classifications	Premium Basis	Rate	Estimated Premium
0000	N/A	5509	STREET OR ROAD MAINTENANCE OR BEAUTIFICATION & DRIVERS	48,759	7.53	$3,672
0000	N/A	7720	POLICE OFFICERS & DRIVERS	863,695	2.63	$22,715
0000	N/A	8810	CLERICAL OFFICE EMPLOYEES NOC	360,082	0.13	$468
0000	N/A	9015	BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	117,635	2.74	$3,223
			Total	**1,390,171**		**$30,078**

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Insured: Town of Sewall's Point
Agent: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)
Quote Number: WC FL1 0432501 24-09 01 - 2
Proposed Policy Period: From: 10/01/2024 To: 10/01/2025
Rating Basis Date: 10/01/2024
Emp. Liability Limits: 1,000,000/1,000,000/1,000,000

Issue Date: 9/18/2024

Quotation Schedule of Operations

State Level Summary

Coverage	Factor	Deductible	Est. Annual Premium
Manual Premium			$30,078
Total Manual Premium			$30,078
AR Adjustment Premium			$9,625
Subject Premium			$39,703
Safety Program	2		$(794)
Drug-Free Workplace	5		$(1,945)
Total Subject Premium			$36,964
Experience Mod	1.310		$11,459
Total Modified Premium			$48,423
Schedule Rating Factor			$(12,106)
Total Standard Premium			$36,317
Premium Discount			$(2,395)
Estimated Standard State Premium:			**$33,922**

Named Insured: Town of Sewall's Point
Issue Date: 9/18/2024

Agent: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Quote Number: WC FL1 0432501 24-09 01 - 2

Proposed Policy Period: From: 10/01/2024 To: 10/01/2025

Quote Summary

Coverage/Policy Item	Est. Annual Premium
Manual Premium	$30,078
Total Manual Premium	$30,078
AR Adjustment Premium	$9,625
Subject Premium	$39,703
Safety Program	$(794)
Drug-Free Workplace	$(1,945)
Total Subject Premium	$36,964
Experience Mod	$11,459
Total Modified Premium	$48,423
Schedule Rating Factor	$(12,106)
Total Standard Premium	$36,317
Premium Discount	$(2,395)
Expense Constant	$160
Estimated Premium	**$34,082**

Disclaimer: This summary page is used for illustration purposes only; it should not be used to calculate premium items for individual states. Please refer to the state specific pages for actual calculation of the respective states calculation.

Named Insured: Town of Sewall's Point
Issue Date: 9/18/2024

Agent: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Quote Number: WC FL1 0432501 24-09 01 - 2

Proposed Policy Period: From: 10/01/2024 To: 10/01/2025

Quotation Terms and Conditions Including but Not Limited To

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by Preferred Board of Trustees.
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception.
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

Disclaimer: This summary page is used for illustration purposes only; it should not be used to calculate premium items for individual states. Please refer to the state specific pages for actual calculation of the respective states calculation.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Town of Sewall's Point
Term:	10/01/2024 to 10/01/2025
Coverage Provided by	Preferred Governmental Insurance Trust
Quote Number:	WC FL1 0432501 24-09 01 - 2

Total Premium Due:	$34,082
Commission:	7.00%
Payment Plan:	WC - Quarterly

ADDITIONAL TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO

- Receipt of signed Preferred Work Comp application within 30 days of effective date of coverage
- Receipt of signed Safety Program application within 30 days of effective date of coverage
- Receipt of signed Drug Free application within 30 days of effective date of coverage
- All lines of coverage (Package & Worker's Compensation) must be accepted in order to bind coverage with Preferred.

Worker's Compensation agreement is conditional upon binding Package coverage. This is an ALL or nothing quote.

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Named Covered Party: Town of Sewall's Point
Term: 10/01/2024 to 10/01/2025
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0432501 24-09 01 - 2

EMPLOYER WORKPLACE SAFETY PROGRAM
PREMIUM CREDIT APPLICATION

Contact Person: Maria Pierce

Telephone Number: 772-287-2455 x 22

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this Safety Program has been implemented in the workplace and is being maintained as submitted to "Preferred (The Trust)".

This is to certify that the Workplace Safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1. Written Safety Policy and Safety Rules
2. Safety Inspections
3. Preventive Maintenance
4. Safety Training
5. First Aid
6. Accident Investigation
7. Necessary Record Keeping

I am aware that we may be subject to on-site inspections by "The Trust", for the purpose of validation the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s.775.083 or s.775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification or Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Employer Name: Town of Sewall's Point Date: _____

Officer/Owner Signature*: _____

Title: _____
*Application must be signed by an officer or owner.

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Named Covered Party: Town of Sewall's Point

Term: 10/01/2024 to 10/01/2025

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: WC FL1 0432501 24-09 01 - 2

DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM APPLICATION

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- [X] Job Applicant
- [ ] Reasonable suspicion
- [ ] Routine fitness for duty
- [ ] Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:

- [X] Copy to all employees prior to testing
- [ ] Posted on/at employer's premises
- [ ] Copy to job applicants prior to testing
- [ ] General notice given 60 days prior to testing
- [ ] Show notice of drug testing on vacancy announcements
- [ ] Copies available to personnel office or other suitable locations
- [ ] No notice required because drug testing program in place prior to July 1, 1990

Education:

- [ ] Resource file on providers
- [ ] Employee Assistance Program
- [ ] Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory: _____

_____

B. Phone Number: _____

C. Address: _____

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent in injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Town of Sewall's Point

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

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TOWN OF SEWALL'S POINT

TO: **Mayor & Town Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **Preferred Governmental Insurance Trust Annual Renewal – Property/Liability/Auto Insurance**

DATE: **Regular Commission Meeting – September 23, 2024**
Consent Agenda

Background:
The Town is currently in a "Self-Insurance Trust", which allows for pooled rates. The attached quote for Fiscal Year 2025 is $99,731. This is a 3% increase from FY 2024.

Budget:
Property/Liability/Auto Insurance has been budgeted for in the 2025 FY adopted budget.

Recommendation:
Staff recommends approving the renewal of the Property/Liability/Auto Insurance with Preferred Governmental Insurance Trust.

Public Risk Underwriters

Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Town of Sewall's Point

PK FL1 0432501 24-09 01 - 1

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for
Town of Sewall's Point

Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

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If you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE QUOTE

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Quote No.: PK FL1 0432501 24-09 01 - 1

Effective Date: 10/01/2024

Quote Expiration Date: 10/01/2024

QUOTE FOR

Town of Sewall's Point

1 South Sewall's Point Road, Stuart FL, 34996

Presented by Public Risk Underwriters for:

Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)
2160 West State Road 434 Suite 100, Longwood FL, 32779
09/18/2024 02:05:18 PM

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST



Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

Preferred is a proven structure of strength created to protect Florida's public sector.

FL License #L055432
PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgit.org

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Print Date: 9/18/2024

Service is the heart of what we do

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs ***at no additional cost.***



DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

+ Onsite safety inspections
+ Safety training on hundreds of topics
+ Safety program development, review & evaluation
+ Claims analysis & management
+ Claims reviews and Claims 101's
+ Disaster preparedness services

PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

Cyber Security Resources

+ Breach health check
+ Customizable Incident Response Plan
+ Unlimited Access to Cybersecurity Experts
+ Immediate crisis management & response
+ Digital Forensic, IR Readiness and Data Review services and consultations available

HR Helpline Services

+ Unlimited access to HR and Employment Law experts

ADA Website Compliance Resources

+ WAVE by WebAIM accessibility evaluation tool
+ Expert guidance on ADA compliance

VECTOR SOLUTIONS Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

PREFERRED VIRTUAL TRAINING ACADEMY Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

STREAMERY 24/7 mobile streaming from anywhere with over 700 training topics

PREFERRED TIPS 50/50 matching safety & loss control grant program up to $5,000.

60,000+
Completed Training Courses

$3,500,000+
in TIPS Grants

74%
Risk Management Resource Center Utilization

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PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgit.org

Print Date: 9/18/2024

Your Member Services & Loss Control Team



Kevin Meehan oversees Trust Services. He is responsible for implementing service initiatives for Preferred members and agents. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM). He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications.



Pam Hancock leads the Loss Control team. She has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

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Personalized Top-Tier Claims Service



450
Government Entities Served by PGCS

20
Average Years of Teammate Industry Experience

12
Average Years of Teammate Tenure at PGCS

3
Decades of Claims Service

24/7
Claims Service

PGCS™ Claim Services

PGCS Leadership Team



Fred Tucker, Vice President Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.



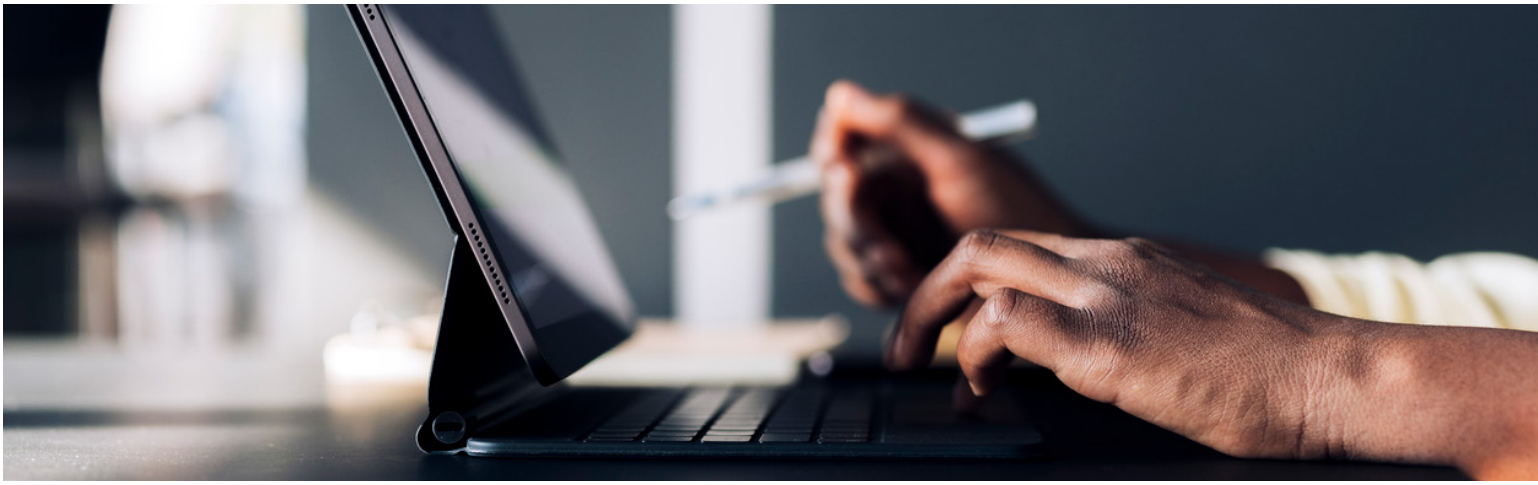
Cheryl Riley, Director of WC Claims Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.



Stacy Hargrove, Director of Liability Claims Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.

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Innovative Solutions. Accurate Valuations.



In partnership with Centurisk, Preferred provides property appraisals **for all property locations at no cost to our members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by Centurisk on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to "stated value".

Centurisk

You receive exclusive access to the AMP platform, which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design, which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.

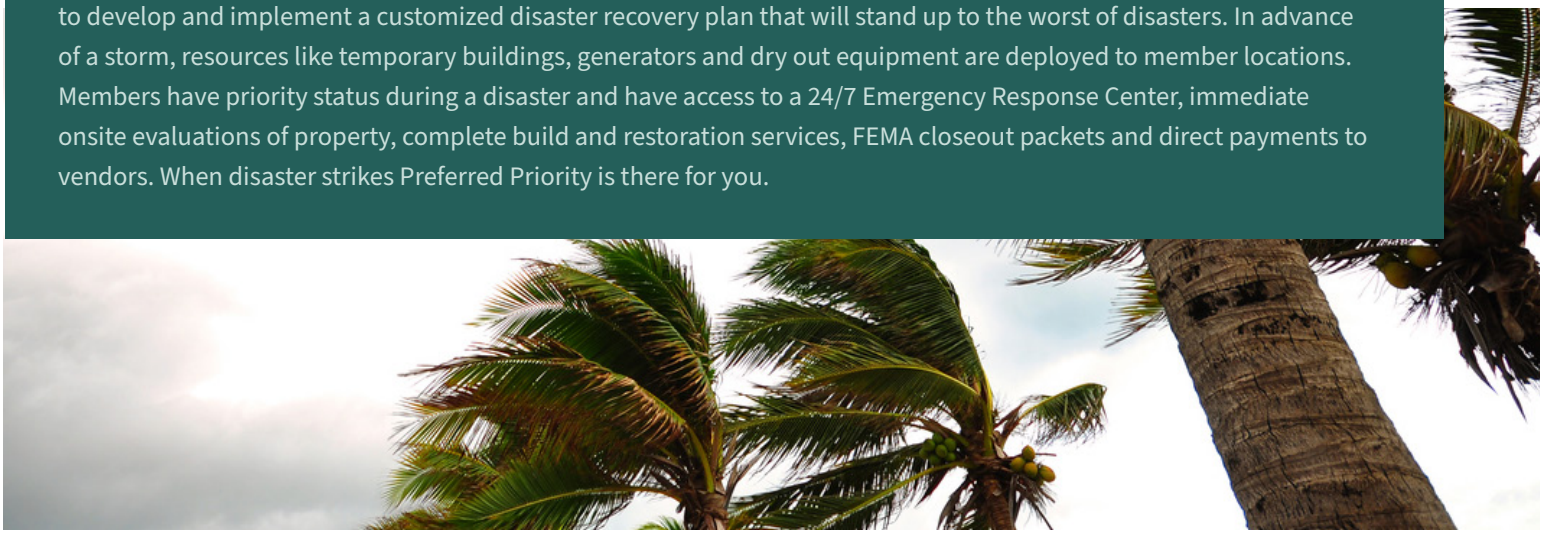
AMP
ASSET MANAGEMENT PLATFORM

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Disaster Preparedness and Response

Preferred Priority is with you every step of the way

Preferred Priority is an enhanced disaster recovery service designed for Preferred members to streamline the disaster recovery process. This customized service starts with preparedness. Our loss control consultants work with members to develop and implement a customized disaster recovery plan that will stand up to the worst of disasters. In advance of a storm, resources like temporary buildings, generators and dry out equipment are deployed to member locations. Members have priority status during a disaster and have access to a 24/7 Emergency Response Center, immediate onsite evaluations of property, complete build and restoration services, FEMA closeout packets and direct payments to vendors. When disaster strikes Preferred Priority is there for you.



BluSky restoration | renovation | environmental | roofing

Preferred Priority is a member-centric emergency response partnership with BluSky Restoration, ensuring each member receives top-priority service without delays. This partnership is designed to provide immediate access to essential resources and expertise in times of crisis. BluSky Restoration's dedicated team is ready 24/7, including holidays and weekends, to deliver rapid and effective mitigation and property restoration services. Our agreement guarantees that every member benefits from a seamless, efficient response, helping them quickly return to normal operations with minimal disruption.

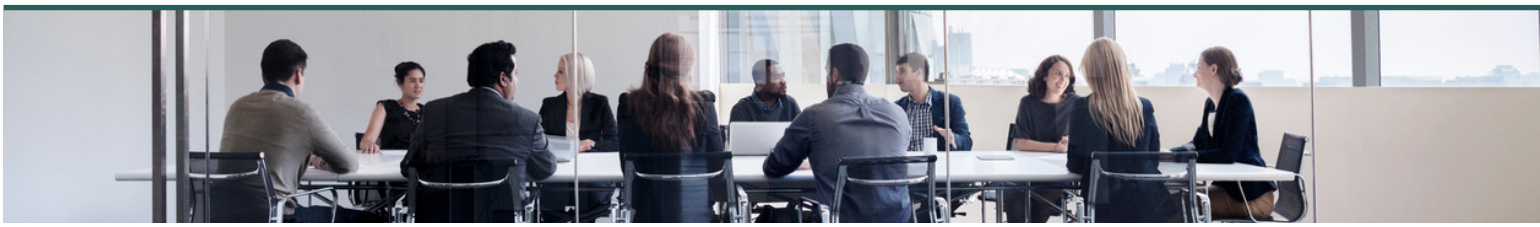
Engle Martin

When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data, which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

To finalize your claim, we provide a claim resolution packet, which includes all documentation to support your claim in addition to FEMA closeout assistance.

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Liability Defense Panel



ROPER, TOWNSEND, SUTPHEN
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

BRIONEZ & BRIONEZ, P.A.
322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

CARR ALLISON
305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
Suite 1100
Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

KELLEY KRONENBERG
1475 Centrepark Blvd,
Suite 275
West Palm Beach, FL 33401
(561) 684-5956
Tampa Jacksonville/ Fort
Lauderdale Locations
www.kelleykronenberg.com

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.
4190 Belfort Rd, Suite 450
Jacksonville, FL 32216
Trinity, FL 34655
(904) 354-5500
www.qpwblaw.com

ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.
470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

RUMBERGER, KIRK & CALDWELL P.A.
101 N. Monroe Street,
Suite 120
Tallahassee, FL 32301
(850) 222-6550
www.rumberger.com

LLOPIZ WIZEL
1451 W Cypress Creek Rd
Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389
www.l-wfirm.com

UNICE, SALZMAN & JENSEN, P.A.
1815 Little Road
Trinity, FL 34655
(727) 723-3772
www.unicesalzman.com

WARNER LAW FIRM, P.A.
501 W 11th St.
Panama City, FL 32401
(850) 784-7772
timwarner@warnerlaw.us

WALTON, LANTAFF, SCHROEDER & CARSON LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

WEISS, SEROTA, HELFMAN, COLE & BIERMAN
2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com

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Print Date: 9/18/2024

Workers' Compensation Defense Panel



BARBAS, NUNEZ, SANDERS, BUTLER & HOVSEPIAN
1802 W. Cleveland Street
Tampa, Florida 33606
(813) 279-2686
www.barbaslaw.com

ROPER, TOWNSEND, SUTPHEN
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

CHARTWELL LAW OFFICES, LLP
2984 Wellington Circle
Tallahassee, FL 32309
(850) 668-7900

833 Highland Avenue, Suite 202
Orlando, FL 32803
(407) 203-3600
www.chartwelllaw.com

COLE, STONE & STOUDEMIRE, P.A.
201 North Hogan Street #400
Jacksonville, FL 32202
(904) 352-9664

HERNANDEZ, HICKS & VALOIS
5800 N. Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 938-1920
dhernandez@hhdefense.com

KELLEY KRONENBERG
10245 Centurion Pkwy N. Suite 300
Jacksonville, FL 32256
(904) 549-7700
www.kellevkronenberg.com

PUBLIC ENTITY LEGAL SOLUTIONS
P.O. Box 958464
Lake Mary, FL 32795
(321) 832-1400
ghelm@pelsusa.com
www.bha-law.com

WALTON, LANTAFF, SCHROEDER & CARSON LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

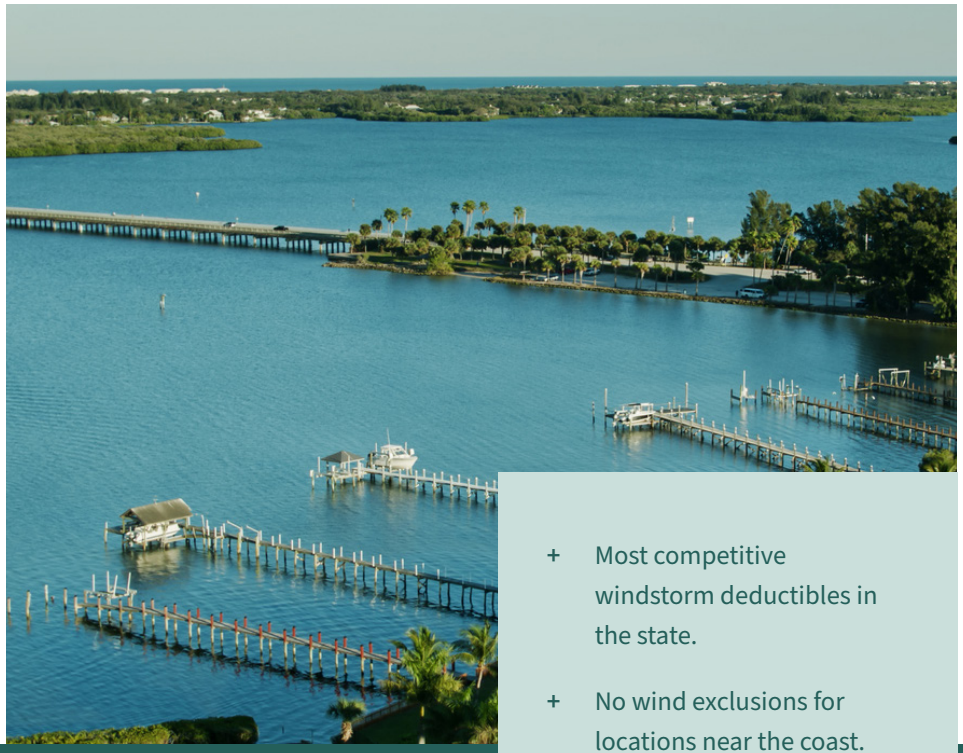
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Print Date: 9/18/2024

Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In responding to numerous windstorm events for more than 20 years, Preferred's losses have never exceeded the shared limit purchased.



+ $100,000 of Non Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
+ Professional Liability offered on either claims made or occurrence form.
+ Cyber Liability limits up to $2,000,000 for both 1st and 3rd party claims.
+ Available Limits up to $10,000,000 on all liability lines.
+ Public Officials and Employment Practices liability with no aggregate limit.
+ Defense costs are outside of the limit of liability, deductible does not apply to defense.
+ Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
+ Unmanned Aircraft (Drone) Liability coverage of $500,000.

+ Most competitive windstorm deductibles in the state.
+ No wind exclusions for locations near the coast.
+ No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000.
+ Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
+ Blanket Inland Marine Coverage for individual equipment valued less than $25,000.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Town of Sewall's Point

Term: 10/01/2024 to 10/01/2025

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0432501 24-09 01 - 1

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc(PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

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Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0432501 24-09 01 - 1

Property Coverage

Coverage Description	Limit	Deductible
Blanket Value Building & Contents Limit, per attached schedule	$2,986,080	$5,000 Per Occurrence - All other perils 5% Per Occurrence - Named Storm subject to minimum of $35,000
Boiler & Machinery	$2,986,080	$5,000 Per Occurrence

Schedule of Sublimits- These limits do not increase any other applicable limit of liability.

Coverage Description	Limit	Deductible
Flood Limit – Per Occurrence Excess of NFIP, whether purchased or not	$1,000,000	$5,000 Per Flood, except zones A,V excess of NFIP whether purchased or not
Earth Movement Limit – Per Occurrence	Not Included	N/A
Terrorism (Includes Inland Marine if applicable)	$1,000,000	$5,000 Per Occurrence

Extensions of Coverage- These limits do not increase any other applicable limit of liability. Deductible per terms of the Coverage Agreement.

Coverage Description	Limit
Accounts Receivable	$500,000
Additional Expense	$1,000,000
Animals (annual aggregate limit)	$40,000
Business Income	$500,000
Buildings Under Construction	If shown on Property Schedule
Debris Removal- limit shown or 25% of loss, whichever is greater, per occurrence	$250,000 or 25% of loss, whichever is greater, per occurrence
Demolition, Ordinance, and ICC	$500,000
Duty to Defend	Included
Errors and Omissions	$250,000
Expediting Expense	$5,000
Fire Department Charges	$25,000
Fungus Cleanup Expense (annual aggregate limit)	$50,000
Lawns, Plants, Trees and Shrubs	$25,000
Leasehold Interest	$0
New Locations	$2,000,000
Personal Property of Employees	$50,000
Pollution Cleanup Expense (annual aggregate limit)	$50,000
Preservation of Property	$250,000
Professional Fees	$ 20,000
Property at Miscellaneous Unnamed Locations	$150,000
Recertification	$10,000
Service Interruption Coverage	$100,000
Transit	$250,000
Vehicle Property Coverage	$0

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Quote Number: PK FL1 0432501 24-09 01 - 1

Inland Marine Coverage

Coverage Description	Limit	Deductible
Blanket Unscheduled Inland Marine (subject to $25,000 any one item, excludes Watercraft)	$629,389	Per attached schedule
Scheduled Inland Marine	$30,000	Per attached schedule
Total All Inland Marine	$659,389	Per attached schedule

Crime Coverage

Coverage Description	Limit	Deductible
Forgery and Alteration	$50,000	$1,000
Theft, Disappearance or Destruction	$50,000	$1,000
Computer Fraud including Funds Transfer Fraud	$50,000	$1,000
Employee Dishonesty, Including faithful performance, per loss	$50,000	$1,000

Deadly Weapon Protection (Claims Made)

Coverage Description	Limit	Deductible
Third Party Liability Coverage Crisis Management Services Counseling Services Funeral Expenses	$1,000,000 Included $ 250,000 sublimit $ 250,000 sublimit	$0
Retro Date: 10/01/2019		
Coverage Highlights: Broad definition of Deadly Weapon Event, 24 hour Crisis Response Team Services		
Claims expenses are inside the limit of liability. Automatic Extended Reporting Period is 60 days.		

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Quote Number: PK FL1 0432501 24-09 01 - 1

Public Officials Liability Coverage (Occurrence)		
Public Officials Liability Limit	**Deductible**	**Retroactive Date**
$3,000,000 per Occurrence Aggregate Limit: N/A	$1,000	
Total Payroll: $1,390,171		
Supplementary Payments: Pre-termination $2,500 per employee/ $5,000 annual aggregate Non Monetary: $100,000 Aggregate		

Employment Practices Liability Coverage (Occurrence)		
Employment Practices Liability Limit	**Deductible**	**Retroactive Date**
$3,000,000 per Occurrence Aggregate Limit: N/A	$1,000	
#FT emp: 17	*# PT Emp:* 0	*#Volunteers:* 0

Cyber Liability (Claims Made)		
Coverage Description	**Limit**	**Deductible**
Policy Limit	$2,000,000 annual aggregate	Applies per below
Third Party Liability Coverage:		
• Privacy & Security Liability	$2,000,000 each claim	$25,000
• Media Content Services Liability	$2,000,000 each claim	$25,000
• PCI DSS	$1,000,000 sublimit	$25,000
First Party Liability Coverage:		
• Cyber Extortion & Ransomware	$500,000 each claim	$25,000
• Data Breach & Crisis Management	$2,000,000 each claim	$25,000
• Data Recovery	$2,000,000 each claim	$25,000
• Business Interruption/ Extra Expense	$2,000,000 each claim	$25,000 / Waiting Period:12 Hrs
• Cyber Crime	$350,000 Agg - see form for sublimits	$25,000
• Utility Fraud	$350,000 Agg - see form for sublimits	$25,000
• Bricking Coverage	$1,000,000 sublimit	$25,000
• System Failure- BI/EE	$2,000,000 sublimit	$25,000 / Waiting Period:12 Hrs
• Dependent Business Interruption	$2,000,000 sublimit	$25,000 / Waiting Period:12 Hrs
○ BI/EE	Included in above sublimit	$25,000 / Waiting Period:12 Hrs
○ System Failure	$2,000,000 sublimit	$25,000 / Waiting Period:12 Hrs
Retroactive date: 10/01/2011 Voluntary Notification endorsement is included, see coverage form for all limits and sublimits		

Extended Reporting Periods POL/EPLI/Cyber (only applicable for claims made)

If the Trust terminates or does not renew this Coverage Agreement (other than for failure to pay a premium when due), or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

A. Automatic Extended Reporting Period - 60 days per PGIT MN 500 & PGIT MN 700 (Cyber form)

B. Optional Extended Reporting Period - 12 months at additional premium per PGIT MN 500 & PGIT MN 700 (Cyber Form)

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

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Quote Number: PK FL1 0432501 24-09 01 - 1

General Liability Coverage (Occurrence Form)	
Coverage Description	**Limit**
Bodily Injury and Property Damage Limit	$2,000,000
Personal and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	$2,000,000
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	N/A
Fire Damage	Included
Sewer Backup and Water Damage Limit	$10,000 no fault /$200,000 at fault; subject to $200,000 aggregate
PGIT MN-203 Part B Limit (Bert Harris, Inverse Condemnation, Takings claims; See Form for specifics)	$100,000 Aggregate
General Liability Deductible:	$0
Rating Basis *Ratable Payroll:*	$526,476

Unmanned Aircraft **Coverage is limited, see specimen form for policy details**		
Coverage Description	**Limit**	**Deductible**
Unmanned Aircraft	N/A	N/A

Law Enforcement Liability Coverage (Occurrence Form)		
Coverage Description	**Limit**	**Deductible**
Law Enforcement Liability	$2,000,000 Per Person $2,000,000 Per Occurrence	$0
Rating Basis *Full Time Officers:* 10	*Part Time Officers:*	*Vol Officers:*

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Automobile Coverage			
Coverage	**Symbol**	**Limit**	**Deductible**
Liability	1	$2,000,000	$0
Personal Injury Protection	5	Statutory	$0
Added PIP	N/A	Not Included	N/A
Auto Medical Payments	2	$2,500	N/A
Uninsured/ Underinsured Motorist	2	$50,000	N/A
Physical Damage Comprehensive Coverage	10, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: $35,000	Per attached schedule Hired deductible: $1,000
Physical Damage Collision Coverage	10, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: $35,000	Per attached schedule Hired deductible: $1,000
Garagekeepers Comprehensive Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule, but no deductible applies to loss caused by fire or lightning.	N/A
Garagekeepers Collision Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule.	N/A

Automobile Symbols	
1	Any “Auto”
2	Owned “Autos” only
3	Owned private passenger “Autos” only
4	Owned “Autos” other than private passenger “Autos” only
5	Owned “Autos” subject to No-Fault
6	Owned “Autos” subject to a Compulsory Uninsured Motorist Law
7	Scheduled “Autos” only
8	Hired “Autos” only
9	Non-owned “Autos” only
30	“Autos” left with you for service, repair, storage, or safekeeping.
* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements	

Symbol 10 comp & collision: Per Symbol 2 except NO APD Coverage applies to Items 004 to 008

Symbol 10 liability:

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Named Covered Party: Town of Sewall's Point

Term: 10/01/2024 to 10/01/2025

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0432501 24-09 01 - 1

Total Premium Due: **$99,731**

Pay Term: PKG - 50% Down, 25% due at 75 days and 25% due at 166 days

IMPORTANT NOTE

Defense Costs- Outside of the limit, does not erode the limit for General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability.

Deductible does not apply to defense costs. Self Insured Retention does apply to defense cost.

QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the “Coverage Period”.
3. Premium is late if not paid within 30 days of due date, unless otherwise stated.
4. Deletion of any line of coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
6. Coverage is not bound until confirmation is received from an authorized representative of Public Risk Underwriters.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Town of Sewall's Point
Term:	10/01/2024 to 10/01/2025
Coverage Provided by:	Preferred Governmental Insurance Trust
Quote Number:	PK FL1 0432501 24-09 01 - 1

ADDITIONAL TERMS & CONDITIONS

- Receipt of signed Signature Page form within 30 days of effective date of coverage
- Receipt of signed UM form within 30 days of effective date of coverage
- During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement. For two year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.
- Preferred will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.
- Inland Marine Named Storm Deductible: 5% per Occurrence per Covered Equipment/Item subject to $35,000 minimum per Occurrence. For any Blanket coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

9/18/2024 / 02:04:30 PM

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Town of Sewall's Point

Term: 10/01/2024 to 10/01/2025

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0432501 24-09 01 - 1

PREMIUM BREAKDOWN	
Property	$34,902
Inland Marine	$3,125
Crime	$1,099
General Liability (Includes Drone coverage if applicable)	$8,187
Law Enforcement Liability	$12,881
Public Officials and Employment Practices Liability	$18,579
Cyber Liability	$5,547
Automobile Liability	$10,287
Automobile Physical Damage	$5,124
Garage Keepers	N/A
Excess Workers Compensation	N/A
Stop Loss Aggregate	N/A
Deadly Weapon	$0
Grand Total	**$99,731.00**
Commission	10.00%
Payment Terms	PKG - 50% Down, 25% due at 75 days and 25% due at 166 days

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Town of Sewall's Point
Agreement Number:	10/01/2024 to 10/01/2025
Coverage Provided By:	Preferred Governmental Insurance Trust
Quote Number:	PK FL1 0432501 24-09 01 - 1

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☐ a. I hereby reject Uninsured Motorist coverage.

☑ b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
$50,000 each accident

☐ c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☑ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____ **Title** _____

Name _____ **Date** _____

SIGN HERE

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

SIGNATURE PAGE

Policy#: PK FL1 0432501 24-09 01 - 1

Named Covered Party: Town of Sewall's Point

Effective: 10/01/2024 Termination: 10/01/2025

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	**Property**		
	TIV: $2,986,080		
X	**Inland Marine**		
	Blanket Unscheduled IM: $629,389		
	Scheduled Inland Marine: $30,000		
	Total All Inland Marine: $659,389		
X	**Property TRIA (Terrorism Risk Insurance Act) coverage**		
X	**Crime**		
X	**General Liability**		
	Ratable Payroll: $526,476		
X	**Law Enforcement Liability**		
	Officers: 10		
X	**Professional Liability**		
	Employees: 17		
X	**Automobile**	11	**Units - Auto Liability**
X		10	**Units - Comprehensive**
		10	**Units - Collision**
N/A	**Stop Loss Aggregate:** Not Included		
	Applies to:		
N/A	**Excess Workers' Compensation**		
	Payroll: Not Included		
N/A	**I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).**		
N/A	**I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).**		

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ **Title** _____

Name _____ **Date** _____

Coverage is provided by Preferred Governmental Insurance Trust

SIGN HERE

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Property Schedule

Agreement Period: 10/01/2024 through 10/01/2025

COVERED PARTY: Town of Sewall's Point

QUOTE NUMBER: PK FL1 0432501 24-09 01 - 1

AGENCY: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Town Hall / Police Station	1 South Sewall's Point Road Sewall's Point Florida 34996	119 - JM	10/01/2024	10/01/2025	$1,375,000	$208,150
002	1,000 Gallon Propane Tank	1 South Sewall's Point Road Sewall's Point Florida 34996	223 - On Ground Liquid Storage Tank	10/01/2024	10/01/2025	$5,946	$0
003	Storage Building	1 South Sewall's Point Road Sewall's Point Florida 34996	119 - JM	10/01/2024	10/01/2025	$50,000	$7,360
004	Chain Link Fencing Around The Storage Yard With Slats 6' Tall X 400' Linear	1 South Sewall's Point Road Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$10,000	$0
005	Whole Building Generator Cummins 50Kw	1 South Sewall's Point Road Sewall's Point Florida 34996	244 - Mechanical Equipment	10/01/2024	10/01/2025	$50,000	$0
006	Gazebo Cedar Wood With Concrete Roof	7 South Sewall's Point Road Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$25,000	$0
007	Black Aluminum Metal Fencing - 200 Feet X 5' High	7 South Sewall's Point Road Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$13,915	$0
008	Water Drinking Fountain Two Levels, Traditional Vintage Style	7 South Sewall's Point Road Sewall's Point Florida 34996	251 - Pump/Lift Station	10/01/2024	10/01/2025	$1,500	$0
009	Playground Including 4 Structures And All Asundry Parts.	7 South Sewall's Point Road Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$265,650	$0
010	Wooden Dock Platform Total 294 Sf Of Decking With Pilon Supports	7 South Sewall's Point Road Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$7,059	$0
011	Fountain	7 South Sewall's Point Road Sewall's Point Florida 34996	251 - Pump/Lift Station	10/01/2024	10/01/2025	$15,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Gazebo (Lantana Park)	2 Admirals Walk Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$12,000	$0
013	Benches - Recycled Plastic (2) (Lantana Park)	2 Admirals Walk Sewall's Point Florida 34996	102 - PITO	10/01/2024	10/01/2025	$7,000	$0
014	Single Family 3/2.5 Home	78 S. Sewall's Point Rd Sewall's Point Florida 34996	111 - MNC	10/01/2024	10/01/2025	$825,000	$25,000
015	Pool	78 S. Sewall's Point Rd Sewall's Point Florida 34996	223 - On Ground Liquid Storage Tank	10/01/2024	10/01/2025	$82,500	$0

Total	$2,745,570	$240,510
TIV	$2,986,080.00	

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Inland Marine Schedule

Agreement Period: 10/01/2024 through 10/01/2025

COVERED PARTY: Town of Sewall's Point

QUOTE NUMBER: PK FL1 0432501 24-09 01 - 1

AGENCY: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
001	Unscheduled Items		Blanket Unscheduled	10/01/2024 / 10/01/2025	$629,389.00	$1,000
002	Motorola Base Radio	718	Communication Equipment - Agreed Value	10/01/2024 / 10/01/2025	$10,000.00	$1,000
003	Hutchinson Painting in TH "High Point View"		Fine Arts - Agreed Value	10/01/2024 / 10/01/2025	$20,000.00	$1,000

Total	$659,389.00

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Vehicle Schedule

Agreement Period: 10/01/2024 through 10/01/2025

COVERED PARTY: Town of Sewall's Point

QUOTE NUMBER: PK FL1 0432501 24-09 01 - 1

AGENCY: Foundation Risk Partners of Florida LLC, DBA Acentria Insurance (Orlando)

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F250 Super Duty	1499	10/01/2024	$1,000	10/01/2024	10/01/2025	$19,548
	2003	1FTNW20L53EB20099	Light Truck	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
002		Speed Trailer (Wanco)	68499	10/01/2024	$1,000	10/01/2024	10/01/2025	$18,680
	2004	1P91J0815GG301806	Trailer - NO CHARGE	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
003	Ford	Explorer Police Interceptor	7911	10/01/2024				$1,000
	2014	1FM5K8AR6EGA75873	Police Car	10/01/2025				N/A
004	Ford	Explorer Police Interceptor	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$35,738
	2017	1FM5K8AR4HGD06063	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
005	Ford	Explorer Police Interceptor	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$35,738
	2017	1FM5K8AR6HGD06064	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
006	Chevrolet	Tahoe K1500	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$47,825
	2021	1GNSCKLEDMR394178	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
007	Chevrolet	Tahoe	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$48,945
	2021	1GNSCLED0MR398784	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
008	Chevrolet	Tahoe	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$48,945
	2021	1GNSCLED2MR398740	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
009	Ford	F150	Building Dept	10/01/2024	$1,000	10/01/2024	10/01/2025	$29,000
	2020	1FTEX1E59LKF14515	Light Truck	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
010	Ford	Explorer Police Interceptor	7911	10/01/2024	$1,000	10/01/2024	10/01/2025	$43,142
	2021	1FM5K8AB1MGA46895	Police Car	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value
011	Ford	Maverick Crew Cab	Building Dept	10/01/2024	$1,000	10/01/2024	10/01/2025	$23,043
	2022	3FTTW8E9XNRA45763	Light Truck	10/01/2025	$1,000	10/01/2024	10/01/2025	Actual Cash Value

Total	$351,604.00

Service Level Agreement

This Service Level Agreement (SLA) establishes support levels for IT services. The services, levels, and scope of this document have been negotiated and agreed to by both Martin County Sheriff's Office Information Technology Unit and the Town of Sewall's Point / Police Department. Provisions for amending this document are noted in the final section of the SLA.

Service Level Agreement: Information Technology Services

1. Document Control

Document Control	
Date of Contract	October 1, 2024 – September 30, 2025
Review Date	April 25, 2024
Clients	Town of Sewall's Point / Police Department
Business Contact	Town Manager
IT Contact	Ronald E. Smith Jr. / IT Manager

2. Service Description

This service covers all hardware, software, and infrastructure support associated with service including the following:

Table 2.1

Service Components	
Hardware	• 14 Laptop Computers • 6 Desktop Computers • 3 Servers
Software	• Update and Patch Management for Several Software Packages • NetMotion • BS&A Finance Software • BitDefender Anti-Virus • VIEVU Camera Software • Watch Guard Camera Software • Tyler Technologies Software • Netwrix Network Monitoring • Microsoft O365 • KnowBe4
Domain Structure	Active Directory and Group Policy design, management, monitoring, changes, updates, and maintenance.
Public Records Search	Scan email and network drives for requested data.

3. Support Hours

Client support is available during the following hours:

Service Desk Support during business hours. Business hours are defined as weekdays, not including statutory holidays, Monday through Friday. 8:00 AM to 5:00 PM. EST.

After-Hours call outs are limited to Critical Systems (any system that provides IT Services to a large number of personnel). After-Hours are defined as 5:00 PM – 8:00 AM Monday through Friday, holidays and weekends. The on-call person has 30 minutes to respond to the initial notification. The on-call has 2 hours to respond on-site if necessary from the time all remote efforts from home or other locations have been exhausted.

4. Town of Sewall's Point / Police Department Requirements

Client responsibilities and/or requirements in support of this Agreement include:

- Reasonable availability of client representative(s) when resolving a service related incident or request.
- Payment for all support costs at the agreed total amount.

Service Components	Total
20 Computers * $42.00 Per Month * 12 Months	$10,080.00
3 Servers * $252.00 Per Month * 12 Months	$9,072.00
Domain Monitoring / Maintenance	$2,500.00
Data Storage * $0.03 Per GB Per Month * 4,200 GB * 12 Months	$1,512.00
Microsoft O365 Administration	$9,000.00
KnowBe4 Training	$1,330.00
BitDefender * $107.00 Per Device * 23 Devices	$2,461.00
Netwrix Network Monitoring * $6.00 Per User * 32 Users (Includes Service Accounts)	$192.00
NetMotion Software Annual Maintenance	$900.00
Tyler Technologies Annual Purchase Cost	$7,580.10
Tyler Technologies Annual Maintenance Cost	$7,446.66
Public Records Search $25.00 Per Hour Per Request	
Total Yearly Cost	$52,073.76

5. Martin County Sheriff's Office Information Technology Unit Requirements

Information Technology Unit responsibilities and/or requirements in support of the Agreement include:

- Meeting the needs for service related incidents.
- Meeting the needs for After-Hours call outs in accordance to Critical Systems.
- Appropriate notification to Client for all scheduled maintenance.

6. Changes & Review

Changes to this document may be proposed by Town of Sewall's Point / Police Department or Martin County Sheriff's Office Information Technology Unit representatives; however, no amendments will be made without approval from both parties. This document will be regularly reviewed for currency and effectiveness. The next review date is noted in the document control section of the SLA.

7. Signature Page

By signing below, representatives from Martin County Sheriff's Office and the Town of Sewall's Point / Police Department acknowledge their approval of the terms of this document.

IT Service Provider: Martin County Sheriff's Office

Name: Ronald E. Smith Jr

Title: IT Manager

Signature: _____ **Date:** 9/18/24

Client: _____

Name: _____

Title: _____

Signature: _____ **Date:** _____

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**
FROM: **Robert J. Daniels, Town Manager**
SUBJECT: **Final Trim & Budget Adoption**
DATE: **Final Trim & Budget Public Hearing September 23, 2024**

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

RECOMMENDATION:

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

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

Roll-Back Rate Definition:
Rollback rate is the millage rate that would generate the same amount of revenue to the taxing authority as the previous year's millage rate. New construction is excluded from this calculation.

Final Budget Summary – FY2025
The proposed final budget is adopted in three funds:

General Fund	$ 4,053,671
Capital Projects Fund	$24,146,046
Building Permit Fund	$ 463,603
Total	$28,663,320

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

RESOLUTION NO. 979

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

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

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

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

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

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

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

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

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

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

_____ offered the Resolution and moved its adoption. The motion was

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

	AYE	NAY
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILLE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

The Town Manager thereupon declared this Resolution No. 979 approved and adopted by the Town Commission of the Town of Sewall's Point on this 23rd day of September, 2024.

TOWN OF SEWALL'S POINT, FLORIDA

_____
JOHN TOMPECK, MAYOR

ATTEST:

_____
April Stoncius, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

RESOLUTION NO. 980

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, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

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

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

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

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

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

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

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

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

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

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

_____ offered the Resolution and moved its adoption. The motion was

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

	AYE	NAY
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

The Town Manager thereupon declared this Resolution No. 980 approved and adopted by the Town Commission of the Town of Sewall's Point on this 23rd day of September, 2024.

TOWN OF SEWALL'S POINT, FLORIDA

_____
JOHN TOMPECK, MAYOR

ATTEST:

_____
April Stoncius, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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

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

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

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

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

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

JOHN TOMPECK
Mayor

FRANK FENDER
Vice Mayor

VINNY BARILE
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

ROBERT DANIELS, ICMA-CM
Town Manager

APRIL C. STONCIUS, MMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official/PW Director

MARIA PIERCE
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

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

DATE: Commission Meeting – September 23, 2024
Second Reading

EXECUTIVE SUMMARY:

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

Ordinance No. 466 was approved at First Reading on September 9, 2024, at theTown Commission meeting with the following changes:

- Removal of Section 82-484 (b) "Installed in the side yard and/or rear yard only" and renumber Section 82-484 (b1) as b, Section 82-484 (b2) as c, and Section 82-484 (b3) as d.

RECOMMENDATION:

Staff recommends adoption of Ordinance No. 466 at second reading.

ORDINANCE NO. 466

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

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

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

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

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

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

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

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

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

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

Section 82-481. -- Synthetic turf.

(a) Synthetic turf may be permitted on all properties subject to the requirements and procedures set forth in this section.

(b) Synthetic turf shall be included in the calculation of permeable area provided it complies with this subsection and all other requirements of this Code.

(c) Synthetic turf shall not be counted towards the minimum required landscaped areas, buffers, foundation plantings or landscape islands.

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

Sec. 82-482. Design standards.

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

(a) Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year "no fade" warranty.

(b) Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.

(c) Have a minimum face weight of 75 ounces per square yard.

(d) Be manufactured from polyethylene monofilament, dual yarn system, and preferably manufactured in the United States.

(e) Have backing that is permeable.

(f) Be lead free and flame retardant.

Sec. 82-483. Installation standards.

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

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

(b) Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth.

(c) Be anchored at all edges and seams consistent with the manufacturer's specifications.

(d) Not have visible seams between multiple panels.

(e) Have seams that are joined in a tight and secure manner.

(f) Have an infill medium consisting of clean silica sand, small rocks or other mixture. Rubber pellets are prohibited. The manufacturer's specifications shall state that the infill:

(1) Must be brushed into the fibers to ensure that the fibers remain in an upright position;

(2) Will provide ballast to help hold the turf in place: and.

(3) Will provide a cushioning effect.

Section 82-484. Additional standards.

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

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

(b) When entirely within private property. Synthetic turf shall be separated from the public right-of-way area by a vertical visual

barrier at the property line, such as a hedge or fence. Any area outside the property line shall be landscaped with ground cover or living turf in the swale of the right-of-way or any other right-of-ways adjoining the property.

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

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

Sec. 82-485. Maintenance standards.

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

(a) Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear. The property owner will be responsible for any expense involved in the maintenance of the Synthetic turf.

(b) Be maintained in a green fadeless condition and free of weeds, debris, and impressions.

(c) Synthetic turf must lie flat and resemble live grass.

Sec. 82- 486. Prohibited uses.

The following uses of synthetic turf are prohibited:

(a) Synthetic turf shall not be used in the public rights-of-way or swales, except as may be permitted and maintained in accordance with this subsection.

(b) Synthetic turf shall not be used as a screening material where screening is required by this Code.

Sec. 487. Permitting.

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

(a) A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape

requirements shall include minimum required trees and shrubs for new construction and pervious area calculations for all properties.

(b) Details regarding existing or proposed irrigation proximate to the synthetic turf.

(c) Brand and type of synthetic turf, including all manufacturer specifications, warranties, and product lifespan.

(d) A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

(e) A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.

(f) Previously installed synthetic turf. Synthetic turf existing on private property as of the effective date of this Ordinance may maintained as a nonconforming use as provided in Sec. 82-172 of this Chapter, subject to compliance with all maintenance standards in this subsection. For unpermitted synthetic turf installed in the public right-of-way, an adjacent property owner shall be required within 90 days of the adoption of this ordinance to obtain a permit and comply with all requirements of this subsection for installation and maintenance of synthetic turf. For synthetic turf installed in the

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

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

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

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

Section 7. Effective Date. This ordinance shall take effect immediately upon adoption.

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

	AYE	NAY
JOHN TOMPECK, MAYOR	✓	
FRANK FENDER, VICE MAYOR	✓	
VINNY BARILE, COMMISSIONER	✓	
DAVE KURZMAN, COMMISSIONER	✓	
KAIJA MAYFIELD, COMMISSIONER	✓	

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

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

	AYE	NAY
JOHN TOMPECK, MAYOR		
FRANK FENDER, VICE MAYOR		
VINNY BARILE, COMMISSIONER		
DAVE KURZMAN, COMMISSIONER		
KAIJA MAYFIELD, COMMISSIONER		

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

TOWN OF SEWALL'S POINT, FLORIDA

_____
John Tompeck, Mayor

ATTEST:

_____
April Stoncius, MMC, Town Clerk

(TOWN SEAL)

Approved as to form and legal sufficiency:

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

RESOLUTION NO. 981

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

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

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

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

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

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

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

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

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

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

organizations.

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

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

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

The Town Manager declared this Resolution No. 981 approved and adopted by the Town Commission of the Town of Sewall's Point on this 23rd day of September 2024.

TOWN OF SEWALL'S POINT, FLORIDA

_____
John Tompeck, Mayor

ATTEST:

_____
April C. Stoncius, MMC, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

CAPTEC Engineering, Inc.
Civil Engineering Professionals

301 NW Flagler Avenue • Stuart, Florida 34994 • (772) 692-4344 • www.gocaptec.com

September 17, 2024
023.127.3

Town Commissioners
TOWN OF SEWALL'S POINT
1 S. Sewall's Point Road
Sewall's Point, FL 34996
(772) 287-2455

RE: S. RIVER ROAD / MARGUERITA ROAD DRAINAGE ISSUE

Dear Town Commissioners:

On Thursday, 9/12/24, Bob Daniels, Jack Reisinger and I met at the intersection of Marguerita Road and S. River Road to discuss an interim plan to alleviate the ponding of water on the east side of S. River Rd. While this area may retain rainwater, it appears that berms installed by adjacent property owners are causing water to remain on the road for longer periods.

After review, we propose installing a system of five (5) PVC yard drains along the road, which will be piped from River Rd. northward to Marguerita Rd, then east along Marguerita Rd. where the slope will drain the water to an existing inlet leading to the Indian River Lagoon outfalls. A flume will be installed near the road at this existing inlet. Additionally, the sidewalk leading to 160 S. River Rd. will be re-graded to allow water to flow into the grass area. The berms created by the property owners will be relocated onto their private property and re-sodded, ensuring the grass area retains stormwater and directs it to the yard drains.

We will provide Sunshine Land Design with a sketch of the proposed improvements and request a quote under their Continuing Services Contract. Once we receive this, we'll forward it to you for approval.

Sincerely,

Joseph W. Capra, P.E.
Town Engineer Consultant

JWC/gc
P:\000\023\023.127.3 - SSPR Phase 3\Bid Doc\2024 Bid Coordination\2024-0917 River Rd resolution memo.docx

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-20604-CIV-DAMIAN/Valle

ELIZABETH A. LOPER, *et al.*,

Plaintiffs,

vs.

ASHLEY LUKIS, *et al.*,

Defendants.
_____/

ORDER FOLLOWING CASE MANAGEMENT CONFERENCE, SETTING PRE-TRIAL DEADLINES, AND REFERRING CERTAIN MATTERS TO MAGISTRATE JUDGE

THIS CAUSE is before the Court following a Case Management Conference held on August 22, 2024, at which the parties appeared before the Court through counsel. [ECF No. 44].

THIS COURT heard from the parties regarding their jointly recommended scheduling deadlines and is otherwise fully advised. For the reasons stated and further detailed on the record during the Conference, it is hereby

ORDERED as follows:

1. The parties shall adhere to the following pre-trial deadlines:

By September 5, 2024. Defendants shall file an Answer.

By October 1, 2024. All discovery shall be completed.

By October 11, 2024. The parties shall file their motions for summary judgment and/or any remaining dispositive motions. The parties are directed to review the Court's procedure for the filing of summary judgment motions (*see infra* ¶ 6).

By October 25, 2024. The parties shall file response briefs and memoranda to the foregoing motions.

By November 8, 2024. The parties shall file reply briefs and memoranda as to the foregoing motions.

2. **Referral to Magistrate Judge.** Pursuant to 28 U.S.C. § 636 and this District's Magistrate Judge Rules of the Local Rules of the Southern District of Florida, this matter is referred to United States Magistrate Judge Alicia O. Valle for appropriate disposition of all pre-trial discovery motions and all motions that relate directly to these motions, such as motions for extension of time, motions for reconsideration, motions for sanctions, and motions for mental or physical examinations. This Order does not refer any motion which requests a continuance or extension of the trial or pre-trial scheduling dates.

3. **Good Faith Conferral.** For the purposes of compliance with the good faith conferral requirement of Local Rule 7.1(a)(3), the parties are instructed that a single e-mail exchange with opposing counsel shall not constitute a good faith effort under the Local Rules. The parties are instructed to confer either telephonically or in person.

4. **Discovery.** The parties may stipulate to extend the time to answer interrogatories, produce documents, and answer requests for admissions. The parties shall not file with the Court notices or motions memorializing any such stipulation unless the stipulation interferes with the deadlines set forth above. Stipulations that would so interfere may be entered into only with the Court's approval. *See* Fed. R. Civ P. 29. In addition to the documents enumerated in Local Rule 26.1(b), the parties shall not file notices of deposition with the Court. Strict compliance with the Local Rules is expected, particularly with respect to motions practice. *See* S.D. Fla. L.R. 7.1.

5. **Discovery Disputes.** In the event of discovery disputes, counsel must first confer and engage in reasonable compromise in a genuine effort to resolve their discovery disputes before seeking the Court's intervention. The Court may impose sanctions, monetary

or otherwise, if it determines that a party has improperly sought or withheld discoverable material in bad faith. If, after conferring, the parties are unable to resolve their discovery dispute without Court intervention, they shall follow Magistrate Judge Valle's discovery procedures, which can be found on the Court's website under Magistrate Judge Valle's page.

6. **Summary Judgment.** Parties are required to comply with Local Rule 56.1. If a party fails to comply with any of the requirements of the Local Rules, the Court may strike the deficient filing and require immediate compliance, grant an opposing party relief, or enter any other sanction the Court deems appropriate.

A motion for summary judgment—and the responses in opposition—must be accompanied by a Statement of Material Facts. Each material fact must be supported by pincites to the relevant parts of record materials, such as depositions, answers to interrogatories, admissions, and affidavits. The pincites shall reference specific pages (and, if appropriate, line numbers as well) of the exhibits, designate the number and title of each exhibit, and provide the exhibit's ECF number. When a material fact requires specific evidentiary support, a general citation to an exhibit without a pincite (e.g., "Smith Affidavit" or "Jones Deposition" or "Exhibit A") is non-compliant and will be stricken or disregarded.

All material facts in any party's Statement of Material Facts may be deemed admitted unless controverted by the other party's Statement of Material Facts, provided that: (i) the Court finds that the material fact at issue is supported by properly cited record evidence; and (ii) no other exception under Federal Rule of Civil Procedure 56 applies.

In addition to filing a Statement of Material Facts, as required under Local Rule 56.1(a), the parties shall also file a Joint Statement of Undisputed Facts, which must include all relevant facts about which there is no material dispute. Each undisputed fact shall be

individually numbered and separated by paragraph. This filing is limited to 10 pages and does not otherwise change the parties' obligation to comply with Local Rule 56.1.

7. **Final Hearing.** Following the parties' briefing of dispositive motions and the resolution thereof, the Court will enter an Order setting this cause for a Final Hearing on the merits.

DONE AND ORDERED in the Southern District of Florida, this 26th day of August, 2024.



MELISSA DAMIAN
UNITED STATES DISTRICT JUDGE

CC: Counsel of Record