



# TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY  
JUNE 20, 2024 – 2:00 P.M.

TOWN COUNCIL CHAMBERS  
4300 S. ATLANTIC AVENUE, PONCE INLET, FL

**SUNSHINE LAW NOTICE FOR BOARD MEMBERS** – Notice is hereby provided that one or more members of the Town’s various boards may attend and speak at this meeting.

A complete copy of the materials for this agenda is available at Town Hall.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL.

*NOTE: Citizens who wish to speak during Public Participation about any subject that is not on the meeting agenda should fill out the Citizen Participation Request form and submit it to the Town Clerk prior to the start of the meeting.*

4. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.

5. CITIZENS’ PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is an opportunity for our citizens to talk to us collectively on any subject that is not identified on the meeting agenda. The Town’s Rules for Conducting Town Council meetings are set forth in Resolution 2021-11 and include the following guidelines:*

- *Citizens are provided with **5 minutes** at each meeting to speak on one or more issues that are not otherwise placed on the meeting agenda.*
- *Please introduce yourself with your name and address clearly for the record.*
- *Share with us your thoughts, ideas, and opinions; we want to hear them.*
- *Under our rules, all questions and comments are directed to the Mayor.*

*While some questions may be able to be addressed at this meeting, others may require research or more information than we have readily available from our staff, so we may have to defer the response to you until we have that information. Also, depending on the type of issue, we may place the matter on a properly noticed subsequent meeting agenda. As a Council, we welcome the opportunity to hear from you and hope you will speak with us not only during Citizen Participation but outside of these meetings. We understand the formal nature of this meeting, but rest assured, we want to hear from you, we want to address your concerns, and we are appreciative of your involvement.*

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

- A. Mayor’s Proclamation report.
- B. Stormwater Drainage Update, presented by Bobby Ball, President of Zev Cohen and Associates, Inc.

7. CONSENT AGENDA - *Items on the consent agenda are defined as routine in nature that do not warrant detailed discussion or individual action by the Council; therefore, all items remaining on the*

*consent agenda shall be approved and adopted by a single motion, second and vote by the Town Council. Items on the consent agenda are not subject to discussion. **Any member of the Town Council may remove any item from the consent agenda simply by verbal request at the Town Council meeting.** Removing an item from the consent agenda does not require a motion, second or a vote; it would simply be a unilateral request of an individual Council member and this item would then be added as the last item under New Business. As with all agenda items, the public will have the opportunity to comment prior to a motion being placed on the floor and their comment(s) may persuade the Council to remove the item from the Consent Agenda and place under New Business for discussion.*

- A. Declaration of vehicle as surplus property.
  - B. Approval of the Town Council Regular meeting minutes – May 7, 2024.
  - C. Approval of the Joint Town Council – Planning Board Special meeting minutes – June 4, 2024.
8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING: *None.*
9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: *None.*
10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:
- A. Resolution 2024-10 – Authorizing a Facility Plan and Capital Financing Plan for an SRF Loan application through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program to fund the Septic-to-Sewer Phases 1 and 2 improvements.
  - B. Resolution 2024-11 – Authorizing application for SRF Loan through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to fund the septic-to-sewer Phases 1 and 2 improvements.
11. ORDINANCES (FIRST READING) AND RESOLUTIONS:
- A. Resolution 2024-12 – Mid-year budget adjustment.
12. OLD BUSINESS:
- A. Update on Harbour Village CSA cost-participation request.
13. NEW BUSINESS:
- A. Discussion – Renewal of Contract for Government Affairs Consultant
  - B. Discussion – Beach parking and traffic issues.
14. FROM THE TOWN COUNCIL:



- A. Vice-Mayor Smith, Seat #5
  - B. Councilmember Villanella, Seat #4
  - C. Councilmember White, Seat #3
  - D. Councilmember Milano, Seat #2
  - E. Mayor Paritsky, Seat #1
15. FROM THE TOWN MANAGER.
16. FROM THE TOWN ATTORNEY.
17. CITIZENS' PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*
18. ADJOURNMENT.

Upcoming Town Council meeting(s) and Important date(s):

- Wednesday, June 26, 2024, 2:00 PM – Special Preliminary Budget Workshop
- Thursday, July 18, 2024, 2:00 PM – Regular Council Meeting

*If a person decides to appeal any decision made by the Town Council with respect to any matter considered at a meeting or hearing, he/she will need a record of the proceedings and that for such purpose, he/she may 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. Persons who require accommodation to attend this meeting should contact the Ponce Inlet Town Hall at 236-2150 **at least 48 hours prior to the meeting** to request such assistance.*



**Meeting Date: 6/20/2024**

**Agenda Item: 6**

## **Report to Town Council**

**Topic:** Proclamations, Presentations, and Awards.

**Summary:**

- A. Mayor's Proclamation report.
- B. Stormwater Drainage Update

**Suggested motion:** None required.

**Requested by:** Mayor Paritsky

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM

### Town of Ponce Inlet - Office of the Mayor

*The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Vice-Mayor and Town Council members  
Through: Michael E. Disher, Town Manager  
From: Mayor Lois A. Paritsky *LP*  
Date: June 1, 2024  
Subject: Proclamation Report

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The following Proclamation will be presented during the month of July 2024 and may be viewed at the Town Hall kiosk and the Town's Facebook page:

- A Proclamation declaring the month of July 2024 as *Recreation and Parks Month*.

# PROCLAMATION

## OF THE

### TOWN OF PONCE INLET, FLORIDA

**WHEREAS**, parks and recreation programming enhance our quality of life by contributing to healthy lifestyles, building community, creating economic development and encouraging environmental stewardship; and

**WHEREAS**, recreation creates opportunities for people of all ages and cultures to participate in activities that encourage health, education, and social interaction; and

**WHEREAS**, parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and

**WHEREAS**, recreation builds family unity, strengthens neighborhood involvement, offers opportunity for social interaction, enhances education, develops creativity, and promotes cultural diversity; and

**WHEREAS**, parks, trails and open spaces provide encounters in nature, maintenance of clean air, and the protection of plant and animal wildlife; and

**WHEREAS**, Florida recognizes the benefits derived from quality public and private recreation and park resources at the local and state level; and

**WHEREAS**, local, state, and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents of and visitors to our State.

**NOW THEREFORE**, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the month of July 2024 as:

## Recreation and Parks Month

**IN WITNESS WHEREOF**, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 20<sup>th</sup> day of June 2024.



Town of Ponce Inlet, Florida

Mayor Lois A. Paritsky

Attest:

Kim Cherbano, CMC

Town Clerk



## MEMORANDUM

### Office of the Public Safety Director

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Michael E. Disher, AICP, Town Manager  
From: Daniel Scales, Public Safety Director  
Date: June 2, 2024  
Subject: Town Stormwater Projects Update

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**MEETING DATE:** June 20, 2024

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#### **Purpose:**

The purpose of this memo is to provide the Town Council and the public with an update on the multiple stormwater projects and assessments undertaken by the Town during this fiscal year.

#### **Background:**

The Town has initiated several significant stormwater projects and assessments to address critical infrastructure needs and improve our stormwater management systems. These projects are essential for enhancing the resilience and sustainability of our stormwater system. Key projects include the dredging of retention ponds at Jennifer Circle, Inlet Point Boulevard, and Beach Street. Additionally, one-way valves will be installed at two river outfalls: one at the end of Beach Street and the other at Old Carriage Road.

#### **Discussion:**

Staff seeks the opportunity to update the Council and the public on the progress and status of these ongoing stormwater projects. Bobby Ball, Vice President of Zev/Cohen & Associates, one of the Town's contracted engineering firms, will present an overview of the various stormwater system projects. Zev/Cohen & Associates has been the lead engineering firm responsible for the design, oversight, and implementation of all current stormwater projects. Their expertise and leadership have been instrumental in advancing these critical infrastructure projects. Afterward, Mr. Ball will be available to answer any questions from the Council and the public.

#### **Attachments:**

3-6-24 Zev/Coen Drainage Analysis Report – Oceanside Village Subdivision

March 6, 2024

Mr. Fred Griffith, P.E.  
Public Works Director  
Town of Ponce Inlet  
4875 S. Peninsula Dr  
Ponce Inlet, FL 32127

RE: Michael Lane  
Drainage Analysis  
ZC 23352

Dear Mr. Griffith,

ZCA has researched available public records, historical files, current topography, and other data to understand the drainage characteristics of the area surrounding the Oceanside Village Subdivision in the Town of Ponce Inlet. Representatives from ZCA also walked the site to review the field conditions and get a better understanding of the site conditions flooding history in the area. The system contains a combination of pipes, drainage structures, and shallow swales near the intersection of Michael Lane and Buschman Drive, which all drain to several retention ponds with no outfall. The original intent of this analysis was to determine how much stormwater the existing system can handle, then determine if it can be improved. Please find the enclosed exhibits and pictures depicting the existing conditions.

Utilizing ICPR to model the basins and dry ponds, it demonstrated that the system generally has the capacity to handle the standard mean annual, 25-year 24-hour, and 100-year 72-hour storm events with peak stages near the existing top of banks. These storm events are the typical storm events that are required to be modeled for stormwater design. During rain events there may be standing water in the ponds before it percolates into the ground, and this could be a cause of concern from nearby residents. This is normal, as originally designed, and if the ponds continue to be properly maintained the system should work as intended. During our site visits, we noticed there may have been the addition of some fill to backyard swales, which are difficult to access, that could be altering the system's efficiency. In addition, fine particle sediment can also accumulate in the bottom of the ponds which can negatively impact the groundwater percolation and recovery of the system.

Based on our modeling effort and the review of existing conditions, we recommend the system continue to be monitored to ensure the ponds are recovering in a timely manner after storms and that residents do not further encroach and fill areas of the ponds. If either scenario occurs, we would revisit the situation and make further recommendations regarding the pond bottom excavation (6"-9" based on the Bechtol geotechnical report) and/or reshaping of the rear yard swale areas, removal of fences, etc. to restore the storage to original design conditions.

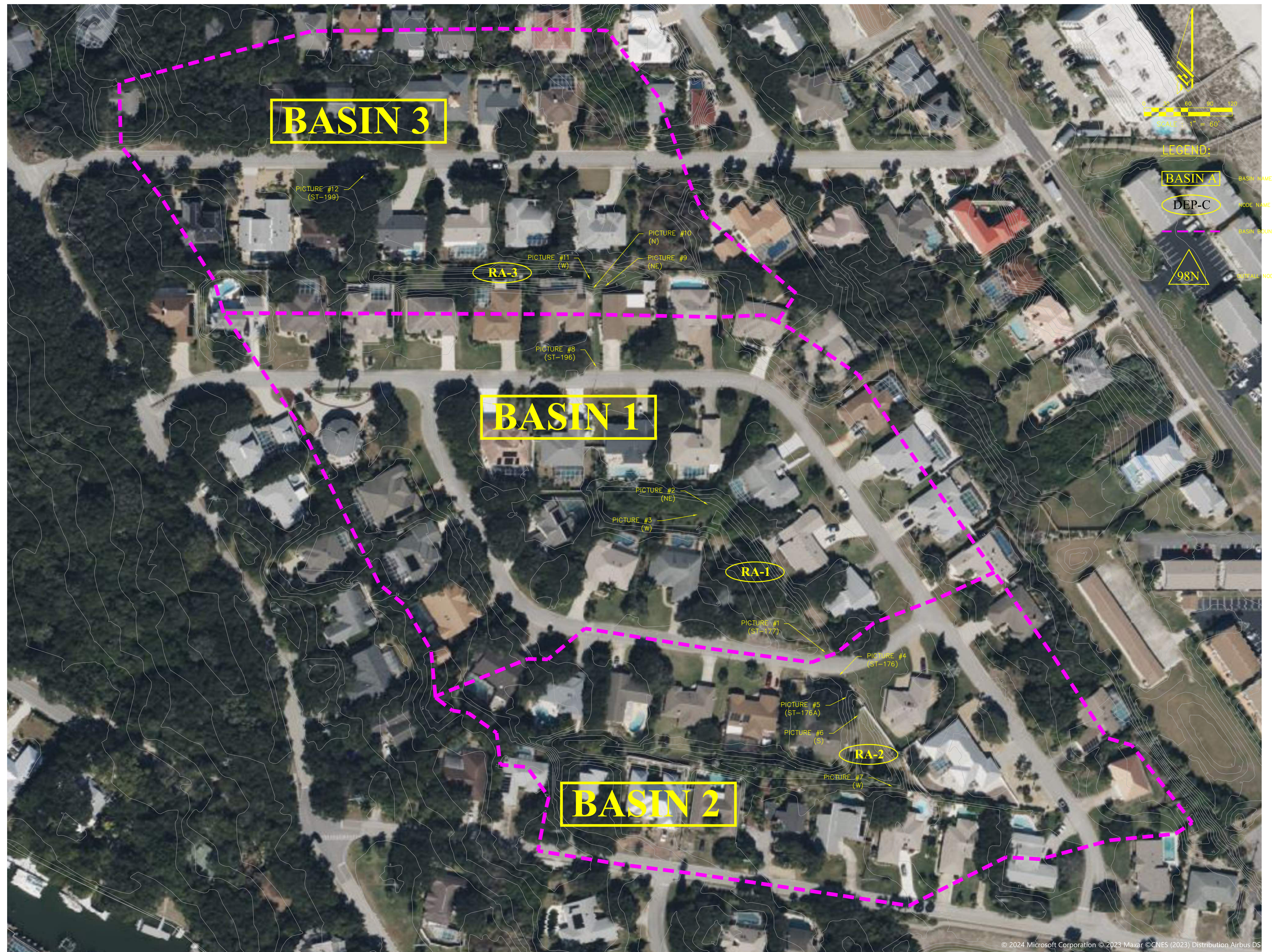
Please note that rain events like Hurricane Ian have a greater rainfall volume and duration than the modeled 100-year storm and could, therefore, cause additional flooding beyond the typical design events. It is very difficult to design to extreme storm events such as Hurricane Ian and doing so comes at a relatively high cost. As you and I have discussed, there are limited reasonable cost-effective areas to use for additional storage in this system and the current water table levels prevent the option of digging the ponds much deeper to create additional storage.

Should you have any questions or require any additional information, please contact our office.

Sincerely,  
ZEV COHEN & ASSOCIATES, INC.

Robert Ball, P.E.  
President





CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

[illegible]

**MICHAEL LANE  
DRAINAGE BASIN MAP**

1

PROJECT NO: ZC 23352

DESIGNED BY: BB

DRAFTED BY: EEE

CHECKED BY: BB

DRAWING FILE: BASIN MAP  
XREF'S: XXXXX.DWG  
XREF'S: XXXXX.DWG

XXX  
NOT VALID WITHOUT SEAL

SHEET: **C1** OF



PICTURE #1 - (ST-177)

ZE'V COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0907N 80.9334W  
67 Buschman Drive



PICTURE #2

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0912N 80.9339W  
4791 Michael Lane



PICTURE #3

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0912N 80.9339W  
4794 Michael Lane



# PICTURE #4



ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0907N 80.9334W  
67 Buschman Drive



PICTURE #5 - (ST-176A)



ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0906N 80.9333W  
67 Buschman Drive



PICTURE #6



ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0905N 80.9333W



PICTURE #7

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - MICHAEL LANE

Monday, March 4, 2024  
29.0903N 80.9332W  
65 Buschman Drive



# PICTURE #8 - (ST-196)



ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - BUSCHMAN DR

Monday, March 4, 2024  
29.0918N 80.9344W  
80 Buschman Drive



PICTURE #9

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - BUSCHMAN DR

Monday, March 4, 2024  
29.0921N 80.9344W  
80 Buschman Drive



PICTURE #10

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - BUSCHMAN DR

Monday, March 4, 2024  
29.0921N 80.9344W  
80 Buschman Drive



PICTURE #11

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - BUSCHMAN DR

Monday, March 4, 2024  
29.0922N 80.9344W  
80 Buschman Drive





PICTURE #12 - (ST-199)



ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - CALUMET

Monday, March 4, 2024  
29.0926N 80.9354W  
75 Calumet Avenue



PICTURE #13 - (ST-200)

ZEV COHEN & ASSOCIATES, INC.  
PONCE INLET - CALUMET

Monday, March 4, 2024  
29.0922N 80.9354W  
75 Calumet Avenue





June 2, 2023  
BET Project No. G23104

TO: Fred W. Griffith  
Town of Ponce Inlet Florida - Public Works  
4875 S. Peninsula Drive  
Ponce Inlet, Florida, 32127

RE: Report of Geotechnical Data  
**Town of Ponce Inlet - Retention Ponds**  
Ponce Inlet, Volusia County, Florida

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Dear Mr. Griffith:

As requested, Bechtol Engineering and Testing, Inc. (BET) has provided geotechnical services at the above referenced site. The purpose of BET's services was to preliminarily estimate the general vertical extent of suspected muck deposits and/or soft bottom sediments in the five (5) existing stormwater retention ponds, as shown on the Pond Location Plan on the attached Figure 1. Additionally, BET advanced two (2) hand auger borings, at locations delineated in the field by the client, within two potential stormwater retention areas located north and southeast of the cul-de-sac at Kelly Bea Court, as shown on Figure 6, in order to determine the shallow subsurface soil and groundwater characteristics.

During BET's field study, completed on May 9<sup>th</sup>, 2023, BET advanced two (2) hand auger borings at random locations within the pond bottom at Pond 1, each to depth of 3 feet below the existing ground surface. Additionally, BET advanced between seven (7) to eight (8) muck probes within each of the existing wet retention ponds (Ponds 2, 3, 4, and 5). Approximate locations of the hand auger borings and muck probes are shown on the location plans presented on the attached Figures 2 through 5.

In general, the hand auger borings performed in Pond 1 (AB-1 & AB-2) encountered 6 inches of surficial topsoil deposits comprised of dark brown to brown slightly silty fine sands, with trace of rootlets (Stratum 1), underlaid by dark brown to brown slightly silty fine sands (Stratum 2), extending to the boring termination depths. Groundwater level, as measured at the hand auger boring locations performed in Pond 1, was encountered at depths ranging from 18 to 19 inches below the ground surface existing at the time of drilling. For a more in-depth soil stratification, see the attached Figure 2.

The approximate surficial water depths (W.D.) and approximate soft bottom sediment (S.B.S.) thicknesses in Ponds 2, 3, 4 and 5 are shown at each of the respective muck probe locations on the attached Figures 3, 4 and 5. Based on visual inspection of the samples retrieved from the muck probes, the soft bottom sediments consist mostly of dark brown highly organic silts with shell fragments.

Report of Geotechnical Data - Town of Ponce Inlet - Retention Ponds - Ponce Inlet, Volusia County, Florida  
 Bechtol Project No. G23104  
 G23104 Report of Geotechnical Data.wpd

In general, the hand auger borings performed within the two potential stormwater retention areas located north (AB-1) and southeast (AB-2) of the cul-de-sac at Kelly Bea Court encountered up to 6 inches of surficial fill deposits comprised of brown slightly silty fine sands, with trace of roots (Stratum 1), underlaid by light brown fine sand with shell (Stratum 2), extending to the boring termination depths. Groundwater level was not encountered within the drilled depth of 4 feet at the hand auger boring location performed north of the cul-de-sac (AB-1). Groundwater level, as measured at the hand auger boring location performed southeast of the cul-de-sac (AB-2), was encountered at a depth of 2.8 feet below the ground surface existing at the time of drilling. For a more in-depth soil stratification, see the attached Figure 6.

BET appreciates the opportunity to be of service, and trusts the attached geotechnical data is sufficient for your needs. However, if you should have any questions, or if BET may be of further service, please do not hesitate to call.

Respectfully,

**Bechtol Engineering and Testing, Inc.**

**Love B Patel**

Digitally signed by Love B  
 Patel  
 Date: 2023.06.02 09:31:00  
 -04'00'

**Love B. Patel, P.E.**

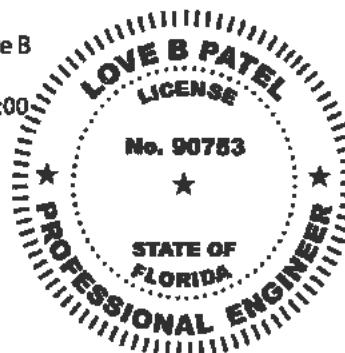
**Senior Geotechnical Engineer**

Love B. Patel, P.E., State of Florida

Professional Engineer, License No. 90753

This item has been digitally signed and sealed by Love B. Patel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

G23104 Report of Geotechnical Data.wpd



 <b>BECHTOL ENGINEERING AND TESTING, INC.</b> <small>CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERING</small>		<b>TOWN OF PONCE INLET</b> <b>RETENTION PONDS</b> <small>GEOTECHNICAL SERVICES</small>		<small>PONCE INLET, VOLUNTEER COUNTY, FLORIDA</small>	
NO. 5/22/23	DATE: 5/22/23	DESIGN: CT KT	APPROVED: LP	FIGURE 1	
NOTED	DATE: 5/22/23	DESIGN: AB	APPROVED: ID	PROJECT: G23104	

# **POND LOCATION PLAN**

SCALE: 1" = 300'



SCALE (feet)  
0 150 300



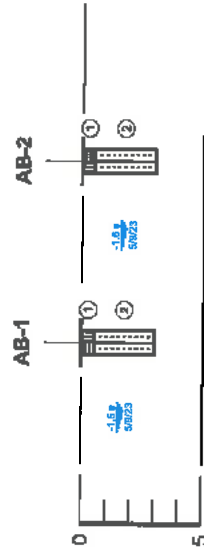
# **BORING LOCATION PLAN (POND 1)**

SCALE: 1" = 30'



## **SOIL PROFILES**

VERTICAL SCALE: 1" = 5'



## **SOIL & SYMBOL LEGEND**

- ① DARK BROWN TO BROWN SLIGHTLY SILTY FINE SAND, WITH TRACE ROOTLETS (TOP SOIL), (SP-SM)
- ② DARK BROWN TO BROWN SLIGHTLY SILTY FINE SAND, (SP-SM)
- UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- (GP) GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- APPROXIMATE LOCATION OF AUGER BORING

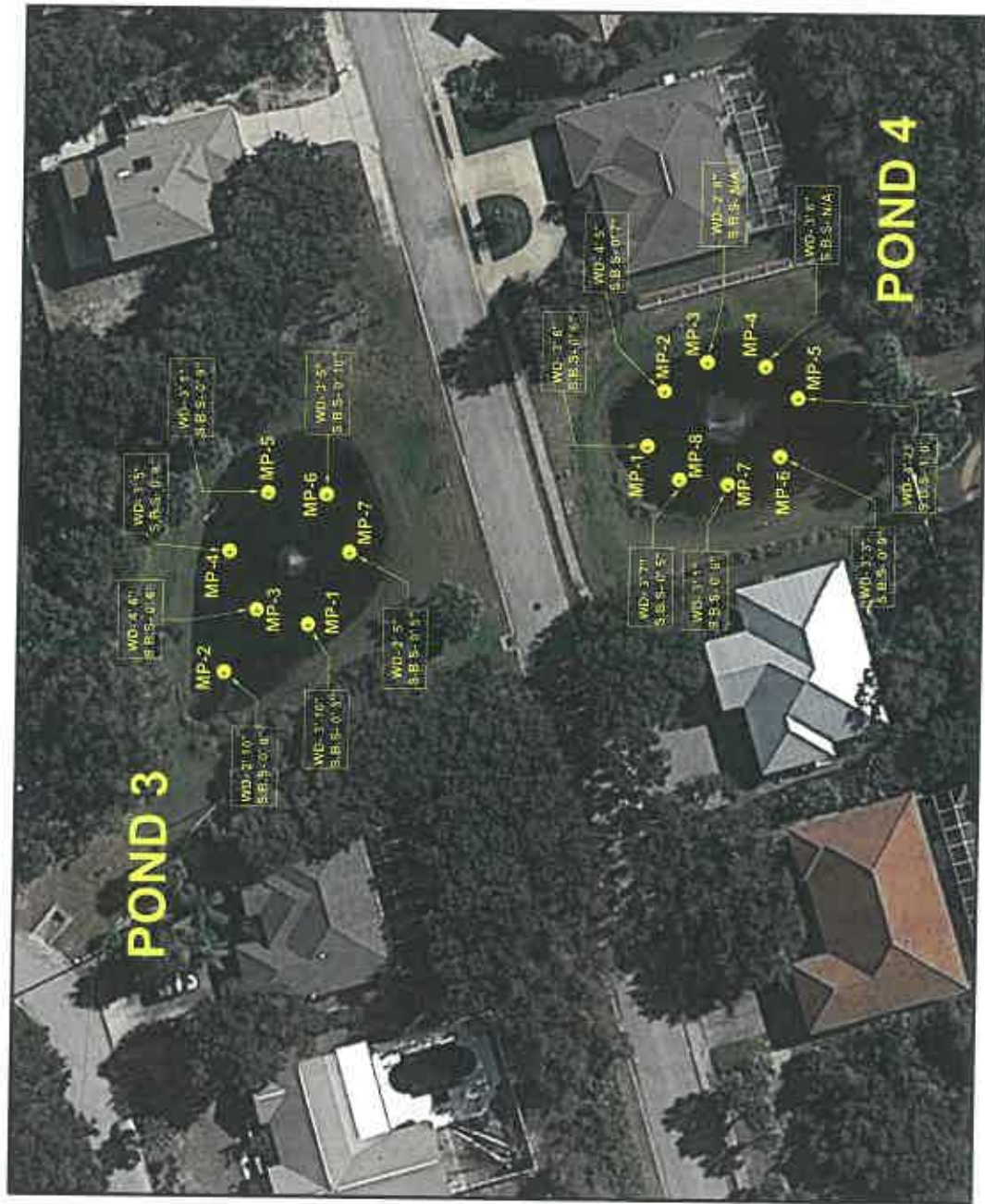
<b>BECHTOL ENGINEERING AND TESTING, INC.</b> <small>CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERING</small>		<b>BEOTECNICAL SERVICES</b> <b>TOWN OF PONCE INLET</b> <b>RETENTION PONDS</b> <small>PONCE INLET, VOLUSIA COUNTY, FLORIDA</small>		<small>APPROVED LP</small> <small>FIGURE 2</small>
<small>DATE</small> 5/22/23	<small>PROJECT</small> AB	<small>CHECKED</small> ID	<small>APPROVED</small> LP	<small>FIGURE 2</small> 5/22/23
<small>DATE</small> 5/22/23	<small>PROJECT</small> AB	<small>CHECKED</small> ID	<small>APPROVED</small> LP	<small>FIGURE 2</small> 5/22/23
<small>DATE</small> 5/22/23	<small>PROJECT</small> AB	<small>CHECKED</small> ID	<small>APPROVED</small> LP	<small>FIGURE 2</small> 5/22/23





# MUCK PROBE LOCATION PLAN (POND 3 & 4)

SCALE: 1"=40'



## SYMBOL LEGEND

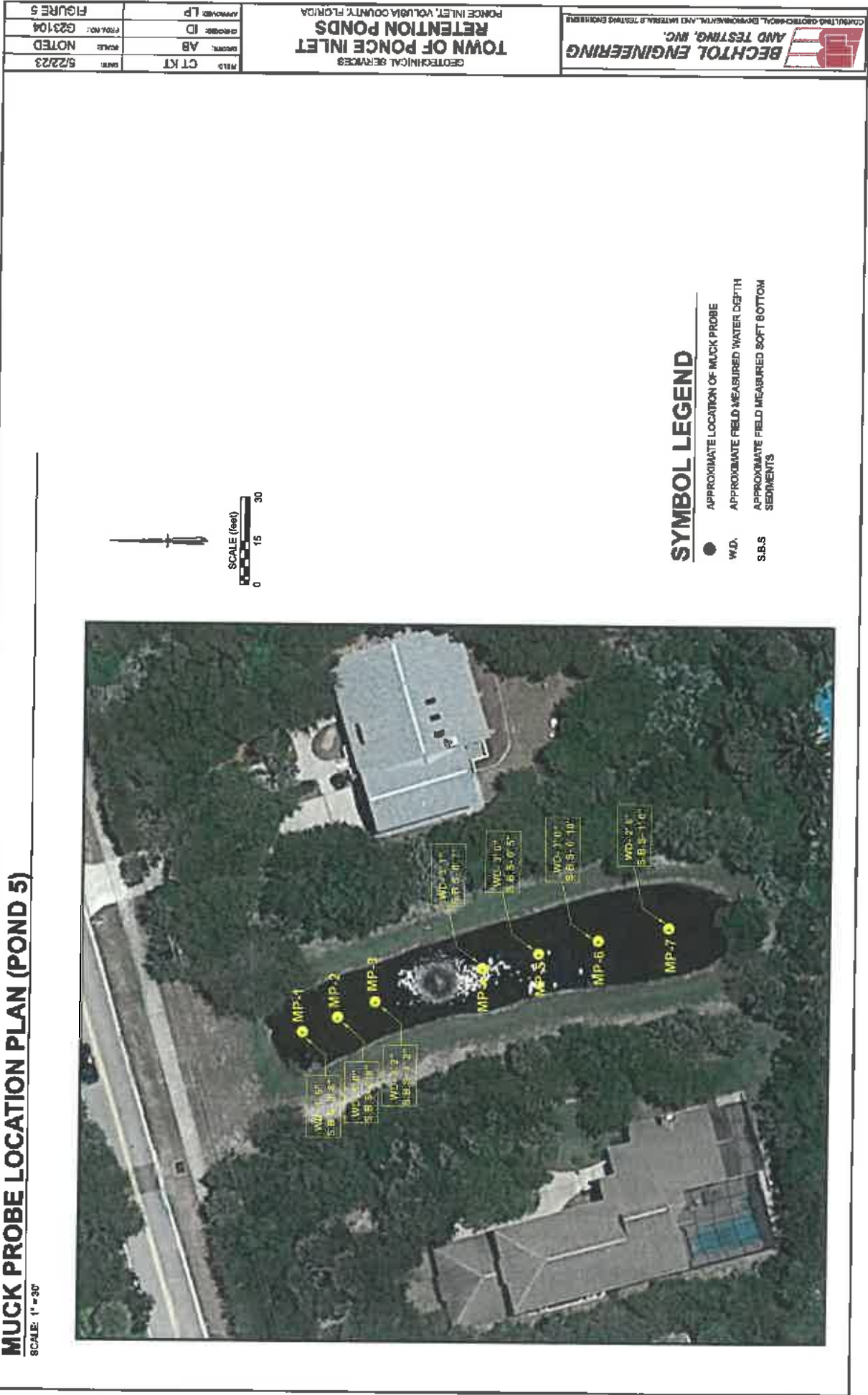
- APPROXIMATE LOCATION OF MUCK PROBE
- W.D. APPROXIMATE FIELD MEASURED WATER DEPTH
- S.B.S. APPROXIMATE FIELD MEASURED SOFT BOTTOM SEDIMENTS

FILED	CT KT	DATE	5/22/23
DRAWN	AB	SCALE	NOTED
CHECKED	ID	PROJECT NO.	G23104
APPROVED	LP	FIGURE 4	

GEOTECHNICAL SERVICES  
TOWN OF PONCE INLET  
RETENTION PONDS  
PONCE INLET, VOLUSIA COUNTY, FLORIDA

BECHTEL ENGINEERING  
AND TESTING, INC.  
CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS





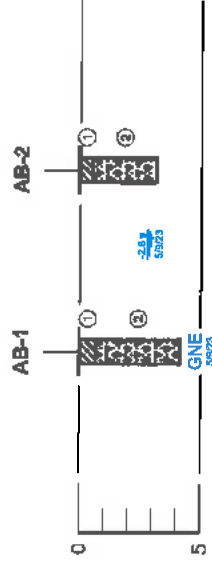
# **BORING LOCATION PLAN**

SCALE: 1" = 30'



## **SOIL PROFILES**

VERTICAL SCALE: 1" = 5'



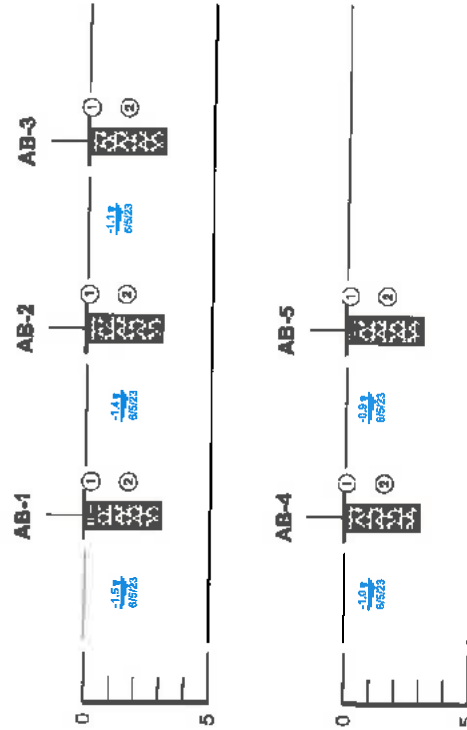
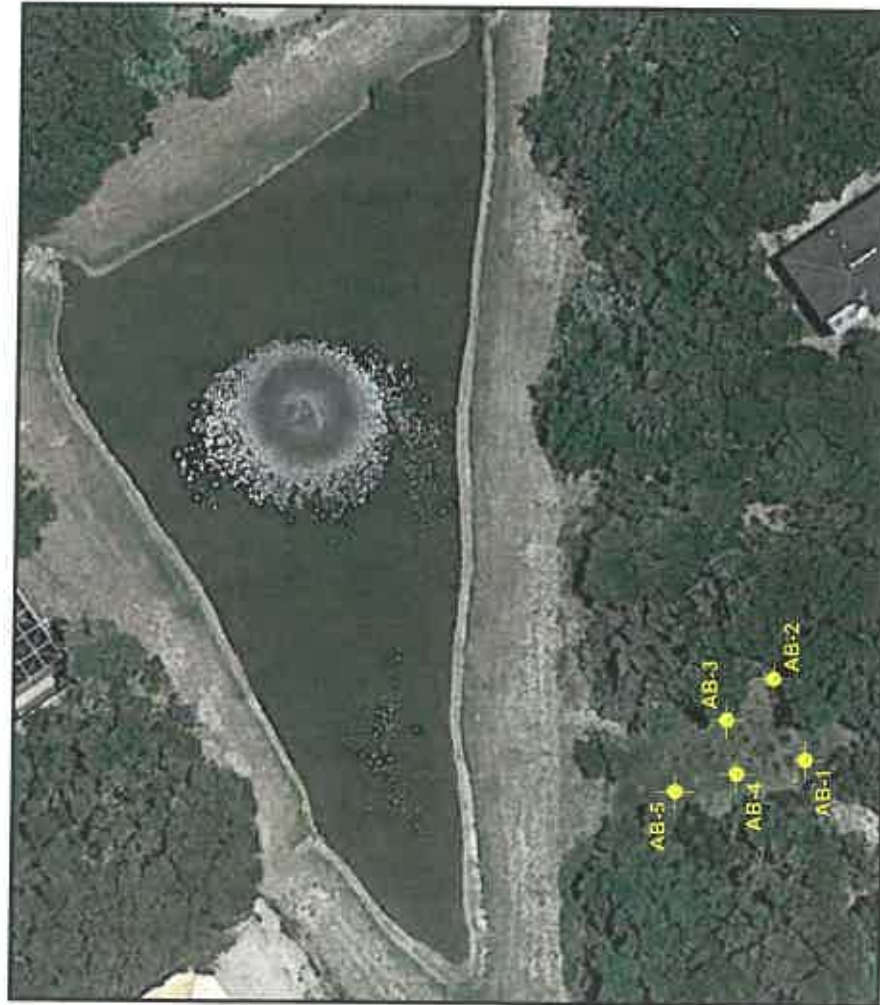
## **SOIL & SYMBOL LEGEND**

- ① BROWN SLIGHTLY SILTY FINE SAND WITH TRACE ROOTS (FILL) (SP-SM)
- ② LIGHT BROWN FINE SAND WITH SHELL (SP)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- 2.51' GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- 2.44' GROUNDWATER NOT ENCOUNTERED TO DEPTH OF BORING ON DATE NOTED
- GNE APPROXIMATE LOCATION OF AUGER BORING

<p><b>BECHTOL ENGINEERING AND TESTING, INC.</b> CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS</p>		<p><b>GEOTECHNICAL SERVICES</b> <b>TOWN OF PONCE INLET</b> <b>RETENTION PONDS</b> PONCE INLET, VOLUSIA COUNTY, FLORIDA</p>		<p>APPROVED: LP</p>
<p>FIGURE 8</p>		<p>DATE: 8/22/23</p>		<p>DESIGNED: AB</p>
<p>NOTED</p>		<p>SCALE: NOTED</p>		<p>CHECKED: ID</p>
<p>PROJ. NO.: G23104</p>		<p>FIGURE 8</p>		<p>APPROVED: LP</p>

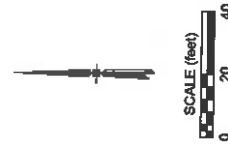
# MUCK PROBE LOCATION PLAN (SOUTH OF POND 2)

SCALE: 1" = 40'



## SOIL & SYMBOL LEGEND

- ① DARK BROWN TO BROWN SLIGHTLY SILTY FINE SAND, WITH ROOTS AND HIGHLY ORGANIC SILT AND SAND (TOPSOIL), (SP-SM)
- ② LIGHT BROWN TO BROWN FINE SAND, WITH VARIOUS AMOUNTS OF SHELL, (SP-SM)
- UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- APPROXIMATE LOCATION OF AUGER BORING



FIELD:	CT KT
DATE:	5/22/23
SCALE:	NOTED
PROJECT NO.:	023104
FIGURE NO.:	FIGURE 1

GEOTECHNICAL SERVICES  
TOWN OF PONCE INLET  
RETENTION PONDS  
PONCE INLET, VOLUNTEER COUNTY, FLORIDA

BECHTOL ENGINEERING  
AND TESTING, INC.  
CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS



**Meeting Date:** 6/20/2024

**Agenda Item:** 7

## **Report to Town Council**

**Topic:** Consent Agenda

- A. Declaration of vehicles as surplus property.
- B. Approval of the Town Council Regular meeting minutes – May 7, 2024.
- C. Approval of the Joint Town Council – Planning Board Special meeting minutes – June 4, 2024.

**Summary:** See attached staff reports.

**Suggested motion:** To approve the Consent agenda as presented.

**Requested by:** Chief Scales, Public Safety Director  
Ms. Cherbano, Town Clerk

**Approved by:** Mr. Disher, Town Manager





4

**Town of Ponce Inlet  
Town Council  
Regular Meeting Minutes  
May 7, 2024**

**1. CALL TO ORDER:** Pursuant to proper notice, Mayor Paritsky called the meeting to order at 2:00 p.m. in the Council Chambers at 4300 South Atlantic Avenue, Ponce Inlet, Florida.

**2. PLEDGE OF ALLEGIANCE:** Mayor Paritsky led the Pledge of Allegiance.

**3. ROLL CALL:**

**Town Council:**

Mayor Paritsky, Seat #1

Councilmember Milano, Seat #2

Councilmember White, Seat #3

Councilmember Villanella, Seat #4

Vice-Mayor Smith, Seat #5 – Excused Absent

**Staff Members Present:**

Ms. Alex, Cultural Services Manager

Ms. Cherbano, Town Clerk

Mr. Disher, Town Manager

Ms. Gjessing, Assistant Deputy Clerk

Chief Glazier, Police Chief

Mr. Griffith, Public Works Director

Ms. Hugler, Fire Department Office Manager

Ms. McColl, Finance Director

Mr. Okum, IT Director

Chief Scales, Public Safety Director

Attorney Knight, Town Attorney

**Other representatives present:**

Lt. Brian Cobb, Volusia County Sheriff's Department District 1 (Coastal)

Mr. Andrew Kalel, Sunrise Consulting Group

**4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA:** Approved as presented.

*Mayor Paritsky moved to approve the agenda as amended; seconded by Councilmember Milano; The motion PASSED 4-0, consensus.*

**5. CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation – Tony Hynes, 4621 South Atlantic Avenue Unit 7703, passed along his observations regarding fireworks, dog activity, and electric bicycles on the beach. Mark Oebbecke, on behalf of the Veteran's Association, provided an update regarding the Veteran's memorial. He presented the [plaque](#) which

is to be unveiled on the memorial's 13<sup>th</sup> anniversary in recognition of the efforts of the individuals who made it what it is today. Mr. Oebbecke explained the site has run out of pavers and described the new improvements proposed. He provided a conceptual [site plan](#) layout to illustrate the updates. He also stated his hopes for everyone to attend the ceremony which will occur on the upcoming Memorial Day. Craig Sandman, 37 Ocean Way Drive, stated the trash cans were removed from Lighthouse Point Park and when he asked the County about this matter, he was told they are waiting for new ones to be made. This has resulted in people littering around the park, and therefore he has requested plastic cans be placed so beachgoers have a means to toss their refuse. Amy Legare, 4525 South Atlantic Avenue Unit 1403, stated she is attending as a designated observer for the League of Women Voters. Mark Oebbecke, as Vice-President of the Community Center, provided an update regarding the Community Center's Facebook page. He stated that due to successful actions by the Mayor, ownership of the page has been transferred successfully to Kim Canny, the current Board President, and they have restored most of the lost content. No actions will be taken at this time towards the individual that initially took over the Community Center's Facebook. Mark Oebbecke further stated a budget request has been submitted to the Town to assist in the transformation of the physical appearance of the Community Center. Charles Burge, 4670 Links Village Drive Unit B702, recounted the history of the Harbour Village Condo Association's image in the recent past. He commended the Ponce Inlet Police Department and Volusia County Sheriff's Department for their great and expedient work. Mayor Paritsky closed citizens participation.

## 6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

**A. Mayor's Proclamation Report:** Mayor Paritsky announced the proclamations that are to be presented in the months of May and June, including the [2024 Election proclamation](#), which was read in its entirety, and the declaration of June 3<sup>rd</sup> – 7<sup>th</sup>, 2024 as *Code Enforcement Officers Appreciation Week*.

**B. Beach safety report:** Mayor Paritsky introduced Lieutenant Brian Cobb from the Volusia Sheriff's Coastal department and he provided a detailed presentation on the Sheriff's Office beach safety enforcement and management. Questions were raised about enforcement jurisdictions and the roles of different agencies, such as Volusia County Beach Safety Division. Lt. Cobb clarified that while Beach Safety is there to enforce County ordinances, they cannot write tickets or citations. Councilmember White asked who has the responsibility to close beach ramps when the beach is at capacity; Lt. Cobb stated Beach Safety has the responsibility as they are the beach management entity. Councilmember White asked for clarification whether the Ponce Inlet Police Department has jurisdiction to close the beaches; Lt. Cobb stated unless the Ponce Inlet PD had reason for public safety concerns, they would not have the jurisdiction to close the beach. There was a discussion on how different rules can be enforced when some are flagrantly being disregarded; Lt. Cobb explained the differences between the Sheriff's Office and Beach Safety's policies and enforcement procedures. Issues regarding dog regulations, e-bikes, and enforcement strategies for motorized vehicles were also discussed. Lt. Cobb reiterated the roles and responsibilities of Beach Safety versus the Sheriff's department, and the volume of complaints that must be addressed monthly. Mayor Paritsky extended her gratitude for Lt. Cobb's information and invited him to attend an upcoming Town Hall meeting to discuss this further. Councilmember Milano requested an explanation on the roles of ticket-takers when witnessing a violation, and he



asked whether Beach Safety is still patrolling when beaches are closed. Lt. Cobb explained a system he is attempting to put into action which would help limit the exposure of dogs on the beach; he also confirmed Beach Safety continues to patrol when the beach is closed.

Mayor Paritsky opened public participation – Cathy Harvey, 41 Loggerhead Court, asked if there are regulations regarding enclosed tents and service animals on the beach, and requested information on fishing; Lt. Cobb provided answers to her comments. Mayor Paritsky closed public participation.

**C. Legislative updates:** Mayor Paritsky introduced Andrew Kalel of Sunrise Consulting Group, and Mr. Kalel provided a [presentation](#) with updates on recently passed legislation. He discussed the recent legislative sessions, budget highlights, bills that passed, and ongoing projects within and around the Town. He described House Bill 267, which significantly shortens the timeframe that municipalities have to process building permits, and more bills including Senate Bill 170 which requires the Town to make a business impact statement for every proposed ordinance. Mr. Kalel further elaborated on bills concerning short-term rentals, PACE loans, cybersecurity, incident liability, and more. Mayor Paritsky commended Mr. Kalel on his work for the Town and thanked him for his continuous support. Mr. Disher requested an update to the tax package bill, which was signed earlier in the day, as well as the vacation rental bill. Mr. Kalel provided an update and explained the process regarding bills going through the Governor's office.

Mayor Paritsky opened public participation – hearing none, public participation was closed.

**7. CONSENT AGENDA:** Mayor Paritsky asked if there was any item Council would like to remove from the consent agenda; there were no requests. Mayor Paritsky asked for public comments – hearing none, public comments were closed.

**A. Approval of the Town Council regular meeting minutes – April 18, 2024.**

**B. Declaration of vehicles as surplus property.**

Mayor Paritsky moved to approve the Consent Agenda as presented; seconded by Councilmember Milano; The motion PASSED 4-0, consensus.

**8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING: None.**

**9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: None.**

**10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:**

**A. Second reading of Ordinance 2024-02 – Attorney Knight read Ordinance 2024-02 by title only. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC UTILITY**

FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF PONCE INLET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.– Mr. Disher stated there have been no changes since the first reading of this ordinance, so staff is recommending approval.

Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Villanella moved to approve Ordinance 2024-02 granting a non-exclusive electric utility franchise to Florida Power & Light Company upon second reading; seconded by Councilmember Milano. The motion PASSED, 4-0, with the following vote: Councilmember Villanella – yes; Councilmember Milano – yes; Mayor Paritsky – yes; Councilmember White – yes.

## 11. ORDINANCES (FIRST READING) AND RESOLUTIONS:

**A. Resolution 2024-08.** Attorney Knight read Resolution 2024-08 by title only. **A RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA AUTHORIZING A TRANSFER OF APPROPRIATIONS WITHIN THE TOWN’S BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.** – Mr. Disher explained that this is a transfer of appropriations relating to the Septic-to-Sewer project, and the transfer would allow the Town to compensate the consultant hired for grant and bidding assistance per the interlocal agreement with Port Orange.

Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Milano moved to approve Resolution 2024-08 authorizing the transfer of appropriations in the amount of \$99,349, intending to fund the Task Order for Mead & Hunt for the SAHFI Funding and Bidding Assistance, as previously approved by the Town Council; seconded by Councilmember Villanella. The motion PASSED, 4-0, with the following vote: Councilmember Milano – yes; Councilmember Villanella – yes; Mayor Paritsky - yes; Councilmember White – yes.

**B. Resolution 2024-09.** Attorney Knight read Resolution 2024-09 by title only. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA AMENDING RESOLUTION 2024-02 GOVERNING THE RULES OF ORDER FOR CONDUCTING TOWN COUNCIL MEETINGS TO REMOVE THE SUNSET PROVISION FOR THE MEETING START TIME AND THE AGENDA ORDER PLACEMENT FOR CITIZENS PARTICIPATION (NON-AGENDA ITEMS); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** – Mr. Disher explained that with the end of the trial period approved by the Town Council in January, the approval of this resolution would strike out the sunset period, thereby making 2:00 PM the official start time for Council meetings and placing citizen’s participation at the beginning of the agenda, permanently. There was consensus between the Councilmembers that resident attendance has been greater

during this trial period, and most of the citizen feedback has been positive and in support of the afternoon start time.

Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Villanella moved to approve Resolution 2024-09 as presented; seconded by Councilmember White. The motion PASSED, 4-0 with the following vote: Councilmember Villanella – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember Milano – yes.

**12. OLD BUSINESS:** *None.*

**13. NEW BUSINESS:**

**A. Request for cost participation from the Harbour Village Golf & Yacht Club CSA regarding the reconstruction of its dune walkover.** Mr. Disher provided a history of the dune walkover and explained the procedure for cost participation from the Town. Councilmember White asked why the Town required Harbour Village to dedicate part of the walkover to the public; Mr. Disher explained while there is no clear answer in the available records, the long-term policy of the Town is ensuring that developments provide access to water for residents. He also commented that this happens frequently in development agreements. Councilmember White asked whether this walkover would be required to meet ADA compliance if public funds are used. Councilmember Villanella requested some additional information on ADA compliance with the added acknowledgment that the existing proposal does not include the additional costs to guarantee the walkover be built to ADA standards. Mayor Paritsky questioned if there are statistics on the use of the walkover. Councilmember Milano discussed the history of the walkover, ADA compliance in the Town, and questioned what the Town’s responsibility would be in the future in the event of destruction. Kim McColl, Finance Director, stated there would need to be more research regarding the funding, insurance, and policies regarding the walkover for future obligations. Applicants Rick Gray, 4670 Links Village Drive, President of the Harbour Village Golf & Yacht Club CSA, and Jeff Wilner, 4670 Links Village Drive, Vice-President of the Harbour Village Golf & Yacht Club CSA introduced themselves to Council and thanked staff for their assistance. Mr. Gray explained their research regarding ADA compliance and stated as a private entity, they are not required to meet ADA standards; he then explained the preliminary engineering proved difficult to reach ADA standards but guaranteed further research. Councilmember White questioned if the FDEP requirements would look different for the Town versus for a private entity; Attorney Knight stated he would research it further. Mayor Paritsky asked how the parking would be monitored; Mr. Gray stated it would be difficult to monitor due to the time of season and volume of traffic during events. Mr. Wilner described the original agreements between Ponce Inlet and Harbour Village circa 1998-1999. He also explained the process they had with building out the seawall, and how this affected the dune walkover. Mayor Paritsky asked where the applicants are in the permitting process; Mr. Gray explained their experiences with finding a contractor, permitting, engineering, and the timeframe of the bid they have received to complete the project. More discussion ensued regarding installing an ADA-compliant ramp, and Mr. Gray stated they will continue to research whether they are able to install one in that location. Mayor Paritsky requested the Town Attorney draft a memo informing everyone whether the Town can move forward in any capacity without an ADA-compliant ramp. Councilmember Villanella asked the

applicants whether they are the owners or if this location is an easement in perpetuity; the applicants stated the CSA is the owner. Mayor Paritsky articulated a preference for a fixed monetary amount with a cap versus a percentage of the total, if the Town were to engage in the cost participation. Discussion ensued regarding the allocation of funds, use of the walkover, and parking.

Mayor Paritsky opened public participation – Charles Burge, 4670 Links Village Drive Unit B702, stated he is supportive if the walkover is ADA-accessible and elaborated on different ramps he has seen; he witnesses a lot of usage, but little maintenance. Cathleen Harvey, 41 Loggerhead Court, explained how residents in the Loggerhead Dunes subdivision access the beach, and stated she is in support if it is ADA-compatible. Tony Hynes, 4621 South Atlantic Avenue Unit 7703, questioned how many people are aware this walkover is public access considering the lack of signage. Jim Sustr, 4650 Links Village Drive, questioned how people will differentiate the allocation of funds used between public and private access; Mr. Gray responded to say that the contractor has detailed what the costs are between the public and private projects, and they are being invoiced separately. Jair Kessler, 81 Buschman Drive, stated she did not know it was public access prior to attending a Town meeting a couple months ago, and that residents should be made aware. Nancy Breedlove, 4670 Links Village Drive, stated this is not in the best interest of the Town in her opinion, and provided other locations where ADA accessible ramps would be better suited. Doris Hynes, 4621 South Atlantic Avenue, pointed out the precedence the cost participation sets for the future, using an example of a past project.

Council discussed they will need to consider this issue further and take the public's comments into consideration prior to deciding, as well as receive a legal opinion regarding the ADA-accessible ramp.

Jim Sustr, 4650 Links Village Drive, stated that most condominiums have fund reserves in case of major projects, and it might be wise to ask the applicants what their reserves are for this ramp. Nancy Breedlove, 4670 Links Village Drive, asked if this were approved, would handicap-accessible parking be required; Mayor Paritsky stated this may be better suited for the Attorney to answer after research. Andrea Kemp, Riversedge in Harbour Village, commented on the potential ADA parking as well. Mayor Paritsky closed public participation.

Mayor Paritsky moved to table item 13-A, request for cost participation from Harbour Village Golf & Yacht Club CSA until the Town Council meeting on June 20, 2024; seconded by Councilmember Milano. Approved 4-0, consensus.

Mr. Disher clarified that while staff will make suggestions to assist, the decision is ultimately up to the Council. He also differentiated this project from the retaining wall at Tina Maria Circle which was in the Town's right-of-way and thus the responsibility of the Town to maintain.

**B. Discussion – FDEM's Florida Recovery Obligation Calculation (F-ROC) program.** Chief Scales introduced this item and explained the history with the program. He stated in simplified terms, this is equivalent to accreditation for the Town's disaster procurement process. The program assists in standardizing the process for post-disaster reimbursements, and Chief Scales explained that if there is interest, the Town must opt in this summer, and the disaster



recovery assessment must be finished and sent to the State of Florida by October. Staff recommends moving forward with this program; however, there is still a matter of staff capacity, and as much as the Town has grown, this will take a lot of staff time. He stated this will be an ongoing project if accepted. Mayor Paritsky asked if the benefit is worth opting in; Chief Scales stated it is worth it as this program does a good job at standardizing the program. Councilmember White explained the research and conversations he has had regarding this program, and elaborated on the benefits versus the hours it takes to opt in. He further explained that opting in now would qualify the Town for 2025. There was more discussion regarding the timeline, benefits, and efforts of the program.

Mayor Paritsky opened public comment – hearing none, public participation was closed.

Mayor Paritsky moved to provide staff direction to opt in to the Florida Department of Emergency Management F-ROC program; seconded by Councilmember White. Approved 4-0, consensus.

#### **14. FROM THE TOWN COUNCIL:**

**A. Vice-Mayor Smith, Seat #5** – Excused Absence.

**B. Councilmember Villanella, Seat #4** – Councilmember Villanella stated this was another good session.

**C. Councilmember White, Seat #3** – Councilmember White described the discussion around Ponce Inlet’s mobility sidewalk project at the April TPO meeting, which is projected for construction in 2026. He commended Chief Glazier and the police department for the Pedestrian Awareness Crossover operation. He spoke on the recent concern with the turtle patrol regarding the coastal conservation line to the South portion of the beach; he also spoke to the Environmental Management Director from the County regarding the parking signs on the beach and as a result, the poles will be relocated soon. Councilmember White stated his concerns regarding the potential of allowing more vehicle access to the beach in Volusia County.

There was discussion regarding expanding beach access for vehicles and there was a consensus to write a letter to the County in opposition of this expansion once the County agenda concerning this item is posted.

**D. Councilmember Milano, Seat #2** – Councilmember Milano explained the formation of the Veteran’s Memorial and those who were involved. He also provided a brief update on the First Step Shelter and the uptake of the senior community and the 18-24 age demographic. The shelter has now served 263,611 meals in four years.

**E. Mayor Paritsky, Seat #1** – Mayor Paritsky addressed whether there should be a Town Hall meeting in August, potential topics, and guest speakers. She also explained the success of Ponce Preserves the Planet’s Earth Day celebration and the educational opportunity it provided. There was a consensus to hold a Town Hall meeting in August. Mayor Paritsky stated she will be representing the Town in Washington DC at the American Flood Coalition’s Mayors Summit. She

321 explained the significance of the Town being recognized by a national organization for our  
322 proactive work in resiliency. She stated also that due to the Town's instrumental addressing of  
323 animal welfare, she has been asked to be a panelist at the Florida Bar Association's Annual  
324 Convention in June regarding current issues in Animal law.

325  
326 **15. FROM THE TOWN MANAGER** – Mr. Disher explained that he met with County staff  
327 regarding the S. Peninsula sidewalk project and provided an update regarding the funding,  
328 timeline, and construction details. He stated that once the design plans for the Town's pond  
329 excavation project are complete, Public Works will be putting the project out for bid, and  
330 construction is estimated to begin in August. He also stated the Town will be holding a special  
331 joint Town Council and Planning Board meeting to discuss the Watershed Master Plan in June and  
332 explained the significance in this update. Mr. Disher mentioned that internal staff meetings  
333 regarding hurricane preparedness have begun.

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335 **16. FROM THE TOWN ATTORNEY** – Attorney Knight stated he will do a substantial  
336 amount of research regarding items discussed throughout the meeting.

337  
338 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Jim Sustr, 4650 Links Village  
339 Drive, urged citizens to take a walk near the Harbour Village walkover to observe the conditions  
340 for themselves.

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342 **18. ADJOURNMENT** – Mayor Paritsky adjourned the meeting at 4:58 P.M.

343  
344 Respectfully submitted by:

345  
346 \_\_\_\_\_  
347 Kim Cherbano, CMC, Town Clerk

348 Prepared by: Stephanie Gjessing, Assistant Deputy Clerk

349  
350 Attachment(s): Email Correspondence Regarding Harbour Village Cost Participation

## Stephanie Gjessing

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**From:** Stephanie Gjessing  
**Sent:** Thursday, May 2, 2024 11:09 AM  
**To:** Stephanie Gjessing  
**Cc:** Mike Disher; Kim Cherbano; Debbie Stewart  
**Subject:** FW: Mr. Disher please forward to the entire PI TC; Please confirm receipt of this email  
Thanks.  
**Attachments:** HV CSA 2020 pg 1.pdf; HV CSA 2020 pg 2.pdf; HV CSA 2021 pg 1.pdf; HV CSA 2021 pg 2.pdf; HV CSA 2022 pg 1.pdf; HV CSA 2022 pg 2.pdf; HV CSA 2023 pg 1.pdf; HV CSA 2023 pg 2.pdf; Hot Wire pg 1.pdf; Hot Wire pg 2.pdf

Council,

Please see the attachments and email provided below regarding item 13-A on the upcoming Town Council agenda.

Sincerely,  
Stephanie Gjessing  
Assistant Deputy Clerk  
Town of Ponce Inlet  
4300 S Atlantic Ave, Ponce Inlet, FL. 32127  
Phone: 386-236-2177 ext. 1038  
Fax: 386-236-2190  
[sgjessing@ponce-inlet.org](mailto:sgjessing@ponce-inlet.org)



*The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

**Public Records Notice:** Do not send **personal** E-mails to this address. Florida has very broad public records laws and most written communication to or from Town of Ponce Inlet officials and employees regarding public business are **public records** and must be made available to the public and media upon request. Under Florida law, E-mail addresses are public records; therefore, your E-mail may be subject to public disclosure. If you do not want your E-mail address released in response to a public records request, do not send electronic mail to this entity instead, contact this office by phone or in writing via fax or letter. Thank you.

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**From:** Charles Burge <[cibjr3@yahoo.com](mailto:cibjr3@yahoo.com)>  
**Sent:** Thursday, May 2, 2024 10:34 AM  
**To:** Mike Disher <[mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org)>  
**Subject:** Mr. Disher please forward to the entire PI TC; Please confirm receipt of this email Thanks.

[EXTERNAL: This email was sent from outside of [ponce-inlet.org](http://ponce-inlet.org), confirm this is a trusted sender before opening any links or attachments]

Dear Ponce Inlet Town Council:

I have received the agenda package for the next Ponce Inlet (PI) Town Council (TC) meeting to be held on 5/7/24. Item # 13 New Business section A; "Request for cost participation from the Harbour Village Golf & Yacht Club CSA regarding the reconstruction of its dune walkover".

As a PI taxpayer and a disabled person I strongly urge the TC not to provide any funds to this project unless a beach ramp is installed. Presently there are five, two step, step downs that lead to the stairway platform. There are 18 steps from the platform to the sand.

Over the years many Harbour Village (HV) owners have made requests to HV CSA that a beach ramp be installed as many of us have gait deviations and other types of health conditions that prevent us from accessing our beautiful beach. The requests are always denied and the handicapped can not get to the beach.

Attached are HV financial documents from calendar years 2020, 2021, 2022 & 2023 (See highlighted line items). HV CSA collects over two million dollars a year in annual assessments and has historically provided very little transparency and accountability to the owners.

In 2021 HV CSA received over \$113,000 from the US Treasury from the Payroll Protection Program during the COVID epidemic. This was a windfall as all HV owners paid their annual dues in full. In other words they doubled dipped and squandered this money elsewhere without the owners knowledge.

In 2023 HV CSA authorized and received special assessments of about \$1.7 million from owners and an additional insurance claim approved for \$119,000 to cover the purported "Hurricane Assessment". The special assessment and the insurance claim totaled over \$1.8 million. Yet no money was spent to improve the beach walk over or install a beach ramp.

HV CSA continually spends over \$100,000 annually on fresh water irrigation. In 2023 HV CSA spent a whopping \$164,000 on water, most of it for west side irrigation purposes. Over the years many requests by owners have been made to CSA to drill wells on the west side of HV in order to save money. All requests were denied. The east side where the golf course is located is already using wells. A lot of money and water has been wasted with CSA's knowledge since HV was built.

HV CSA spends about \$50,000 annually on a HV Pub subsidy. A private proprietor uses this facility for profit. The proprietor does not pay rent, electricity, cable, internet or taxes. HV CSA refuses to share the Pub's financials with the owners. This Pub is not open to the general public; town tax payers are not allowed entry unless invited by a HV member.

In 2024 HV CSA entered into a fiber optic contract with Hot Wire. Hot Wire will pay HV CSA a one time fee of \$400.00 "DOOR FEE" for each unit. The total windfall is \$268,000. HV CSA has not told its members what they intend to do with this money.

HV CSA is seeking another windfall from the TC in order to sustain their spending. As you can see HV CSA is not run in a financially sound manner. No corporation can be sustainably spending money in this manner. This financial incompetence has led them to TC to plead for money. However HV CSA is not making life better for all PI residents especially the disabled. This walk over will not benefit all Ponce Inlet residents unless a beach ramp is installed. A beach ramp will make us an all inclusive community and increase property values.

If you decide to grant money please make sure the funds will benefit all of Ponce Inlet residents, especially the disabled.

Please feel free to formulate any questions that you can ask the HV CSA Board.

Sincerely,  
C. Burge  
4670 Links Village Dr





HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES  
Year Ended December 31, 2020

	Operating Fund	Replacement Fund	Capital Fund	Total
REVENUES				
Regular Assessments	\$ 2,042,425	\$ 148,950	\$ 37,755	\$ 2,229,130
Late Fees	757			757
Common Area Key Income	4,750			4,750
Interest Income	21	3,802	209	4,032
Clubhouse Rental Fees	1,300			1,300
Individual Building Security	4,587			4,587
Member Association Reimbursements	357,291			357,291
Transmitter Income	8,450			8,450
TOTAL REVENUES	2,419,581	152,752	37,964	2,610,297
EXPENSES				
Salaries-Admin/Maintenance	524,519			524,519
Payroll Taxes/Processing Fees	46,652			46,652
Health Insurance	31,576			31,576
Uniforms-Maintenance	820			820
Security Wages/Expenses	63,167			63,167
Legal/Accounting/Professional Fees	20,766			20,766
Bad Debt	6,704			6,704
Licenses/Corporate Annual Report	705			705
Management Fees	118,335			118,335
IT/Website	6,643			6,643
Office /Postage/Printing/Computer	6,736			6,736
Telephone	7,383			7,383
Pest Control/Termite	4,247			4,247
Cleaning Building/Clubhouse	31,616			31,616
Lake/Fountains Maintenance	16,548			16,548
Grounds Maintenance/Tree Trimming	291,452			291,452
Landscape Project/Mangroves/Mulch	107,417			107,417
Irrigation Maintenance	41,356			41,356
Golf Course Expenses	189,237			189,237
Pool Maintenance/License	23,420			23,420
Tennis Court Expense	8,154			8,154
Stormwater System	1,984			1,984
Building Repairs/Supplies	59,328			59,328
Equipment Repairs/Rentals	4,211			4,211
Site Lighting Expenses	2,567			2,567

See Accompanying Notes and Independent Auditors' Report

HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES (continued)  
Year Ended December 31, 2020

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Capital Fund</u>	<u>Total</u>
EXPENSES (continued)				
Clubhouse Expense	1,508			1,508
Community Center Expenses	5,629			5,629
Propane	18,925			18,925
Cable	457,085			457,085
Utilities-Electric	36,546			36,546
Utilities-Water	121,347			121,347
Garbage Service	1,254			1,254
Transmitters	8,094			8,094
Security Camera System	4,001			4,001
Insurance	82,545			82,545
Beach Club Expenses	75,764			75,764
Depreciation	26,966			26,966
Tangible Taxes-Restaurant	317			317
Restaurant Expenses	41,322			41,322
Capital Expenditures			37,964	37,964
Reserve Expenditures		152,752		152,752
TOTAL EXPENSES	<u>2,496,846</u>	<u>152,752</u>	<u>37,964</u>	<u>2,687,562</u>
EXCESS(DEFICIENCY) OF REVENUES REVENUES OVER EXPENSES	(77,265)	0	0	(77,265)
FUND BALANCES - JANUARY 1, 2020	767,262	0	0	767,262
Asset Transfer-Paid from Capital	<u>8,930</u>			<u>8,930</u>
FUND BALANCES - DECEMBER 31, 2020	<u>\$ 698,927</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 698,927</u>

See Accompanying Notes and Independent Auditors' Report

HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES  
Year Ended December 31, 2021

	Operating Fund	Replacement Fund	Capital Fund	Total
REVENUES				
Regular Assessments	\$ 2,088,186	\$ 71,175	\$ 41,549	\$ 2,200,910
Late Fees/Interest	1,933			1,933
Common Area Key Income	5,280			5,280
Interest Income	10	5,504	133	5,647
PPP Loan Forgiveness	113,790			113,790
Clubhouse Rental Fees	700			700
Individual Building Security	3,394			3,394
Member Association Reimbursements	343,369			343,369
Transmitter Income	8,779			8,779
TOTAL REVENUES	2,565,441	76,679	41,682	2,683,802
EXPENSES				
Salaries-Admin/Maintenance	480,748			480,748
Payroll Taxes/Processing Fees	44,557			44,557
Health Insurance	27,566			27,566
Uniforms-Maintenance	995			995
Security Wages/Expenses	76,456			76,456
Legal/Accounting/Professional Fees	19,944			19,944
Licenses/Corporate Annual Report	926			926
Management Fees	121,567			121,567
IT/Website	6,839			6,839
Office /Postage/Printing/Computer	8,216			8,216
Quickbooks Payment Fees	5,604			5,604
Telephone	7,179			7,179
Pest Control/Termite	4,693			4,693
Cleaning Building/Clubhouse	31,004			31,004
Lake/Fountains Maintenance	3,823			3,823
Grounds Maintenance/Tree Trimming	303,820			303,820
Landscape Project/Mangroves/Mulch	114,764			114,764
Irrigation Maintenance	32,180			32,180
Golf Course Expenses	210,744			210,744
Pool Maintenance/License	31,002			31,002
Tennis Court Expense	4,220			4,220
Stormwater System	6,200			6,200
Building Repairs/Supplies	68,394			68,394
Equipment Repairs/Rentals	8,988			8,988
Site Lighting Expenses	2,004			2,004

See Accompanying Notes and Independent Auditors' Report



HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES (continued)  
Year Ended December 31, 2021

	Operating Fund	Replacement Fund	Capital Fund	Total
EXPENSES (continued)				
Clubhouse Expense	4,277			4,277
Community Center Expenses	5,143			5,143
Propane	17,889			17,889
Cable	503,082			503,082
Utilities-Electric	38,155			38,155
Utilities-Water	122,707			122,707
Garbage Service	1,305			1,305
Transmitters	13,046			13,046
Security Camera System	2,393			2,393
Insurance	78,418			78,418
Beach Club Expenses	72,960			72,960
Depreciation	28,028			28,028
Tangible Taxes-Restaurant	327			327
Restaurant Expenses	44,192			44,192
Capital Expenditures			41,682	41,682
Reserve Expenditures		76,679		76,679
TOTAL EXPENSES	2,554,355	76,679	41,682	2,672,716
EXCESS OF REVENUES OVER EXPENSES	11,086	0	0	11,086
FUND BALANCES-JANUARY 1, 2021	698,927	0	0	698,927
FUND BALANCES-DECEMBER 31, 2021	\$ 710,013	\$ 0	\$ 0	\$ 710,013

See Accompanying Notes and Independent Auditors' Report

HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES  
Year Ended December 31, 2022

	Operating Fund	Replacement Fund	Capital Fund	Total
<b>REVENUES</b>				
Regular Assessments	\$ 2,249,326	\$ 176,530	\$ 18,500	\$ 2,444,356
Prior Year Deferred Capital Fund Revenue			54,582	54,582
Late Fees/Interest	6,412			6,412
Common Area Key/Transmitter Income	10,618			10,618
Interest Income	6	4,383	450	4,839
Clubhouse Rental Fees	2,100			2,100
Individual Building Security	3,800			3,800
Member Association Reimbursements	348,124			348,124
Miscellaneous Income	2,700			2,700
<b>TOTAL REVENUES</b>	<b>2,623,086</b>	<b>180,913</b>	<b>73,532</b>	<b>2,877,531</b>
<b>EXPENSES</b>				
Salaries-Admin/Maintenance	456,848			456,848
Payroll Taxes/Processing Fees	43,841			43,841
Health Insurance	21,483			21,483
Uniforms-Maintenance	1,255			1,255
Security Wages/Expenses	90,982			90,982
Legal/Accounting/Professional Fees	16,957			16,957
Licenses/Corporate Annual Report	629			629
Management Fees	130,061			130,061
IT/Website	7,236			7,236
Office /Postage/Printing/Computer	4,632			4,632
Quickbooks Payment Fees	12,288			12,288
Telephone	6,869			6,869
Pest Control/Termite	5,219			5,219
Cleaning Building/Clubhouse	33,469			33,469
Lake/Fountains Maintenance	3,605			3,605
Grounds Maintenance/Tree Trimming	300,441			300,441
Landscape Project/Mangroves/Mulch	162,626			162,626
Irrigation Maintenance	18,303			18,303
Golf Course Expenses	205,131			205,131
Pool Maintenance/License	27,984			27,984
Tennis Court Expense	6,400			6,400
Stormwater System	1,505			1,505
Building Repairs/Supplies	45,897			45,897
Equipment Repairs/Rentals	6,626			6,626
Site Lighting Expenses	1,079			1,079

See Accompanying Notes and Independent Auditors' Report

HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES (continued)  
Year Ended December 31, 2022

	Operating Fund	Replacement Fund	Capital Fund	Total
EXPENSES (continued)				
Clubhouse Expense	3,569			3,569
Community Center Expenses	6,134			6,134
Propane	23,989			23,989
Cable	525,182			525,182
Utilities-Electric	52,093			52,093
Utilities-Water	112,027			112,027
Garbage Service	1,361			1,361
Transmitters	9,691			9,691
Security Camera System	3,590			3,590
Insurance	91,500			91,500
Beach Club Expenses	73,515			73,515
Depreciation	29,832			29,832
Tangible Taxes-Restaurant	281			281
Restaurant Expenses	50,968			50,968
Hurricane Expenses	54,886			54,886
Capital Expenditures			73,532	73,532
Reserve Expenditures/Transfers		180,913		180,913
TOTAL EXPENSES	2,649,984	180,913	73,532	2,904,429
DEFICIENCY OF REVENUES OVER EXPENSES	(26,898)	0	0	(26,898)
FUND BALANCES-JANUARY 1, 2022	710,013	0	0	710,013
Replacement Fund Transfer-Assets Purchased	19,330			19,330
FUND BALANCES-DECEMBER 31, 2022	\$ 702,445	\$ 0	\$ 0	\$ 702,445

See Accompanying Notes and Independent Auditors' Report



HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES  
Year Ended December 31, 2023

	Operating Fund	Replacement Fund	Capital Fund	Total
<b>REVENUES</b>				
Regular Assessments	\$ 2,323,666	\$	\$	\$ 2,323,666
Hurricane Assessment	1,526,189			1,526,189
Insurance Claim-Hurricane	119,292			119,292
Late Fees/Interest	928			928
Common Area Key/Transmittor Income	10,094			10,094
Interest Income	14	25,216	3,635	28,865
Clubhouse Rental Fees	1,800			1,800
Individual Building Security	3,744			3,744
Member Association Reimbursements	358,361			358,361
<b>TOTAL REVENUES</b>	<b>4,344,088</b>	<b>25,216</b>	<b>3,635</b>	<b>4,372,939</b>
<b>EXPENSES</b>				
Salaries-Admin/Maintenance	487,752			487,752
Payroll Taxes/Processing Fees	47,404			47,404
Health Insurance	22,258			22,258
Uniforms-Maintenance	1,362			1,362
Security Wages/Expenses	93,976			93,976
Casual Labor	3,688			3,688
Legal/Accounting/Professional Fees	15,588			15,588
Licenses/Corporate Annual Report	765			765
Management Fees	137,525			137,525
IT/Website	9,018			9,018
Office /Postage/Printing/Computer	9,361			9,361
Quickbooks Payment Fees	17,006			17,006
Telephone	5,963			5,963
Pest Control/Termite	4,871			4,871
Cleaning Building/Clubhouse	33,659			33,659
Lake/Fountains Maintenance	8,404			8,404
Grounds Maintenance/Tree Trimming	310,615			310,615
Landscape Project/Mangroves/Mulch	166,090			166,090
Irrigation Maintenance	53,297			53,297
Golf Course Expenses	201,038			201,038
Pool Maintenance/License	32,053			32,053
Tennis Court Expense	6,238			6,238
Stormwater System	2,265			2,265
Building Repairs/Supplies	59,925			59,925
Equipment Repairs/Rentals	5,159			5,159
Site Lighting Expenses	2,437			2,437

See Accompanying Notes and Independent Auditors' Report

HARBOUR VILLAGE GOLF & YACHT  
COMMUNITY SERVICES ASSOCIATION, INC.  
STATEMENT OF REVENUES AND EXPENSES  
AND CHANGES IN FUND BALANCES (continued)  
Year Ended December 31, 2023

	Operating Fund	Replacement Fund	Capital Fund	Total
EXPENSES (continued)				
Clubhouse Expense	6,447			6,447
Community Center Expenses	9,100			9,100
Propane	27,551			27,551
Cable	558,333			558,333
Utilities-Electric	54,057			54,057
Utilities-Water	164,542			164,542
Garbage Service	3,261			3,261
Transmitters	4,899			4,899
Security Camera System	2,065			2,065
Insurance	134,287			134,287
Beach Club Expenses	71,686			71,686
Depreciation	32,137			32,137
Tangible Taxes-Restaurant	571			571
Federal Income Tax	758			758
Restaurant Expenses	48,255			48,255
Hurricane Expenses	1,590,595			1,590,595
Replacement/Capital Fund Interest Allocated		465	3,635	4,100
Reserve Expenditures		24,751		24,751
TOTAL EXPENSES	4,446,261	25,216	3,635	4,475,112
DEFICIENCY OF REVENUES OVER EXPENSES	(102,173)	0	0	(102,173)
FUND BALANCES-JANUARY 1, 2023	702,445	0	0	702,445
FUND BALANCES-DECEMBER 31, 2023	\$ 600,272	\$ 0	\$ 0	\$ 600,272

See Accompanying Notes and Independent Auditors' Report



Company Comparisons – March 2024			
Fiber lines to HV community owned or leased	Spectrum	HotWire	BlueStream
Speeds – Download & Upload	No fiber 1gbps x 35mbps	Leased 500mbps x 500mbps	Leased 500mbps x 500mbps
Channel Line Up	TV Select + Entertainment + Sports View	Digital Favorites + Digital Access + Sports + TiVo Stream	Limited + Expanded + Digital Plus + Sports + TiVo Stream
Music Channels	YES	YES	YES
Do you own the content or is it provided by a third party	Own	Own	Own
Set top boxes	3	3	3
Roku and Firestick compatible	YES	Pending	Firestick
Free Access to Common Areas (beach club, marina, CSA building, LN/LS lobbies, etc.)	Only 5 common areas	All common areas + static IPS	All common areas + static IPS
Full Wi-Fi coverage for each entire home including casitas	With added fee	YES	YES
Back-up system in case of power outages	NO	YES	YES
Closed loop networks for each home to eliminate crossover	NO	YES	YES
Security for each homeowner's network	SOME, no VPN	YES, no VPN	YES, no VPN
Recording storage	YES – DVR Box	YES – 100hrs in Cloud	YES – 100hrs in Cloud
Video On Demand	YES	YES	YES
Community Channel	NO	YES	YES
Ability to go Internet only after 5 years	Not applicable	YES	YES
Off property access with mobile apps	YES	YES	YES
Contract length	5yrs	7yrs with auto renewal for 3yrs w/good performance	8yrs or 10yrs
Initial Cost 671 Units	Unit/month	\$59.00	\$65.00
	Taxes, video content, regional/month	\$8.62	\$12.47
	Unit/month	\$67.62	\$77.47
	HV/month	\$45,373.02	\$51,982.37
	HV/year	\$544,476.24 (yr 1-5)	\$623,788.44 (yr 2-5)
1 <sup>st</sup> Year Service Incentive Bonus	NO	YES: 6mo free service at start of 1 <sup>st</sup> yr for 1yr = \$311,894.22	NO
Static IPs, keypads, gates, common areas, including phone lines	Unit/month	\$4.60	Included
	HV/month	\$3,086.60	Included
	HV/year	\$37,039.20	Included
	Total Unit/month	\$72.22	\$77.47
	Total HV/month	\$48,459.62	\$51,982.37
TOTAL COST	Total HV/year	\$581,515.44 (1-5 yrs)	\$623,788.44 (2-5 yrs)
	Total HV/5 years *	\$2,907,577.20	\$2,807,047.98
			\$3,119,344.80

Company Comparisons – March 2024		Spectrum	HotWire	BlueStream
Annual Increase		4.0%	4% 1 <sup>st</sup> 5 yrs; 3% last 2 yrs	4%/yr for 8 yrs
Install Electrical Outlet if Needed – Reimbursed	NO	YES – up to \$100 reimbursement/condo	NO	
Door Fee (paid to CSA within the first 90 days of operation)	\$400/unit = \$268,400	\$400/unit = \$268,400	\$100/unit = \$67,100 (8yr) \$300/unit = \$201,300 (10yr)	

\*4% Annual Increase yrs 2-5 are the same for all vendors so not added into these computations

## Stephanie Gjessing

---

**From:** Stephanie Gjessing  
**Sent:** Monday, May 6, 2024 8:16 AM  
**To:** Stephanie Gjessing  
**Cc:** Mike Disher; Kim Cherbano  
**Subject:** FW: Mr. Disher, please forward to the entire Ponce Inlet Town Council  
**Attachments:** wright and casey law suit.jpg

Good morning,

Please find comments below from a resident regarding item 13-A on the upcoming Town Council agenda.

Sincerely,  
Stephanie Gjessing  
Assistant Deputy Clerk  
Town of Ponce Inlet  
4300 S Atlantic Ave, Ponce Inlet, FL. 32127  
Phone: 386-236-2177 ext. 1038  
Fax: 386-236-2190  
[sgjessing@ponce-inlet.org](mailto:sgjessing@ponce-inlet.org)



*The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

**Public Records Notice:** Do not send **personal** E-mails to this address. Florida has very broad public records laws and most written communication to or from Town of Ponce Inlet officials and employees regarding public business are **public records** and must be made available to the public and media upon request. Under Florida law, E-mail addresses are public records; therefore, your E-mail may be subject to public disclosure. If you do not want your E-mail address released in response to a public records request, do not send electronic mail to this entity instead, contact this office by phone or in writing via fax or letter. Thank you.

---

**From:** [bdjimbo@yahoo.com](mailto:bdjimbo@yahoo.com) <[bdjimbo@yahoo.com](mailto:bdjimbo@yahoo.com)>  
**Sent:** Monday, May 6, 2024 6:59 AM  
**To:** Mike Disher <[mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org)>; Jimbo <[bdjimbo@yahoo.com](mailto:bdjimbo@yahoo.com)>  
**Subject:** Mr. Disher, please forward to the entire Ponce Inlet Town Council

[EXTERNAL: This email was sent from outside of [ponce-inlet.org](http://ponce-inlet.org), confirm this is a trusted sender before opening any links or attachments]

Dear Ponce Inlet Town Council:



I received the agenda package for the next Ponce Inlet (PI) Town Council (TC) meeting to be held on 5/7/24. Upon review, I noticed Item # 13 New Business section A; "Request for cost participation from the Harbour Village Golf & Yacht Club CSA regarding the reconstruction of its dune walkover". As both a member of HV and a PI Board Member, I have a unique perspective on this issue which has led me to propose the following questions you may wish to submit to the HV representatives when discussing this item.

\*Clearly the TC has a fiduciary duty to all PI voters. As such, how does PI's cost participation in the HV Beach Walkover benefit all the other voters that pay taxes as there is not public parking in the vicinity of this walkover? Will HV open their parking lot to the public and allow access to bathrooms facilities in their beach house?

\* HV claims itself as the pillar of being a good neighbor. However, evidence bears the contrary so additional questioning may be in order. TC members may not be aware that HV sent a cease & desist letter to our beach neighbors to the north to stop construction of their sea wall to protect their properties. These are very neighbors that would benefit using this walk over. (see attachment)

\*Ponce Inlet, as a government body, must follow strict guidelines to make sure they are following the state regulations.

In order to protect yourself, PI must be an active participant in the bid process to review the RFPs and ensure that at a minimum 3 bids are provided. And/or, request that HV provide the RFPs and bid submissions for the capital projects recently completed on the property.

Finally, given their responses to the above, you may wish to retain the right to submit HV to a forensic audit to ensure that PI's tax dollars are being spent wisely.

As a resident of HV, I would love to receive funds from the town to refresh and upgrade our beach walk over. However, I sat on the CSA board for two years and I fear the answers to the these questions may not be the replies you seek to distribute funds. I hope I am wrong.

Best  
James Sustr  
4650 Links Village dr  
773.878.9890

**\*\*\*please visit [www.mycharmedlife.com](http://www.mycharmedlife.com) buy a charm for yourself or your loved one\*\*\***



**WRIGHT & CASEY** P.A.  
SURFCOASTLAW.COM

October 4, 2023

**Certified Mail, Return Receipt  
Requested and U.S. Mail**

The Beach Club Cottages Condominium Association, Inc.  
4675 S. Atlantic Avenue #4d  
Ponce Inlet, FL 32127

Re: Sea Wall – Demand to Correct Non-Compliance with Plans

To: The Beach Club Cottages Condominium Association, Inc.

Please be advised that this law firm represents Harbour Village Golf & Yacht Club Community Services Association, Inc. ("HV"). It has come to our client's attention that the portion of sea wall being constructed on your property is installed approximately 1 foot above the elevation required by the engineered project plans. The project engineer has confirmed the existence of this deviation from the plans and has stated that the deviation resulted from your contractor's error. Unless corrected, this mistake by your contractor will cause damage to HV's property unless HV makes costly modifications to its sea wall. HV has already spent significant sums of money due to your contractor's previous errors and HV is not willing to invest any more to deal with such mistakes. Therefore, we hereby demand that you direct your contractor to immediately stop installing the sea wall on your property, and within three (3) days, remove the cap on the sea wall and take such steps as are necessary to ensure that the sea wall when completed is at the design elevation. We anticipate your cooperation and compliance and hope that court intervention will not become necessary.

Sincerely,

Francis X. Rapprich III  
[frapprich@surfcoastlaw.com](mailto:frapprich@surfcoastlaw.com)



Town of Ponce Inlet  
TOWN COUNCIL  
SPECIAL JOINT MEETING MINUTES  
WITH PLANNING BOARD

4

TUESDAY

TOWN COUNCIL CHAMBERS

JUNE 4, 2024 at 10:00 AM

4300 S. ATLANTIC AVENUE, PONCE INLET, FL

**1. CALL TO ORDER.** Pursuant to proper notice, Mayor Paritsky called the meeting to order at 10:00 a.m. in the Council Chambers at 4300 South Atlantic Avenue, Ponce Inlet, Florida.

**2. PLEDGE OF ALLEGIANCE.** Mayor Paritsky led the Pledge of Allegiance.

**3. ROLL CALL OF TOWN COUNCIL.**

Mayor Paritsky, Seat #1

Councilmember Milano, Seat #2

Councilmember White, Seat #3

Councilmember Villanella, Seat #4

Vice-Mayor Smith, Seat #5

**ROLL CALL OF PLANNING BOARD.**

Mr. Oebbecke, Seat #1

Mr. Kaszuba, Seat #2; Chair

Mr. Burge, Seat #3

Mr. Cannon, Seat #4 - Absent

Mr. Carney, Seat #5; Vice Chair - Absent

Mr. Revak, Alternate #1

Mr. Young, Alternate #2

**Staff Members Present:**

Mr. Baker, Chief Building Official

Ms. Cherbano, Town Clerk

Mr. Disher, Town Manager

Ms. Gjessing, Assistant Deputy Clerk

Chief Glazier, Police Chief

Mr. Griffith, Public Works Director

Mr. Okum, IT Director

Ms. Pierce, Planning &amp; Development Office Manager

Ms. Rippey, Principal Planner

Chief Scales, Public Safety Director

Ms. Stewart, Assistant Deputy Clerk

**4. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.**

Mayor Paritsky moved to approve the agenda as presented; seconded by Councilmember Villanella; The motion PASSED 5-0, consensus.

47 **5. REVIEW AND APPROVAL OF WATERSHED MASTER PLAN TO MEET THE**  
48 **STATUTORY REQUIREMENTS FOR CRS ACTIVITY 450 – STORMWATER**  
49 **MANAGEMENT.** – Mr. Disher reviewed the history of this project, noting that it began with a Florida  
50 Department of Environmental Protection (FDEP) grant application in 2020; it then was shifted into the  
51 Resilient Florida Program in 2022 when that program was created. The Town hired a consultant at the  
52 beginning of 2023 and has been working with them since then to prepare the Watershed Master Plan for  
53 the Board and Council's review and approval today; it is due to the state by the end of the month per the  
54 term of the grant. Ms. Rippey explained the Watershed Master Plan analyzes the combined impacts on  
55 the Town's drainage system from existing and expected development; various long rainfall events, such  
56 as the 100-year storm; tidal flooding and projected sea level rise. Based on these projections, the  
57 Watershed Master Plan also provides policy recommendations for future decision making; it will also  
58 allow the Town to improve its community rating system (CRS) rating which will eventually lower  
59 insurance costs for our residents. Ms. Rippey introduced Ms. Elizabeth Perez and Mr. Joel Jordan,  
60 Collective Water Resources, LLC (CWR), to give the presentation on the Watershed Master Plan.

61  
62 Ms. Perez provided a [Watershed Presentation.pptx](#) and explained the Watershed Master Plan is a  
63 thorough assessment of the potential types of flooding that could impact the Town and includes  
64 recommendations for future decision-making and mitigation. The Watershed Master Plan is a term  
65 coined by FEMA under the CRS program; it is reviewed by national reviewers and assigned credit. A  
66 vulnerability assessment was conducted as part of this study that was funded by FDEP under the Resilient  
67 Florida Program. She explained that a watershed master plan is a comprehensive decision-making tool  
68 to assist communities with stormwater management; it provides an opportunity to enhance relevant  
69 datasets, address climate vulnerability, and update stormwater modeling to current standards. The plan  
70 looks at both existing and future conditions; FEMA asks that we look out to the year 2100. The  
71 consultants reviewed the impact of sea level rise and climate change; wetlands; applicable codes and  
72 regulations; and mitigation of potential impacts. Ms. Perez noted that the plan is not a comprehensive  
73 capital improvement plan, adaptation plan, or a detailed funding plan. She noted that currently, the Town  
74 is a Class 5 within the CRS program; this plan is essential to move to a higher rating which could result  
75 in residents receiving a lower insurance premium. She explained the CRS program and how the rating  
76 system provides incentives for communities that adopt and enforce flood management practices. Ms.  
77 Perez explained the vulnerability assessment and the three steps required under the Resilient Florida  
78 program for assessments of this type: conduct an exposure analysis; conduct a sensitivity analysis; and  
79 assign focus areas. She provided general definitions of terms used within the Watershed Master Plan  
80 including community assets, vulnerability and risk, and other related terms.

81  
82 Mr. Jordan continued the presentation with the hydrology and hydraulics overview; he explained that  
83 hydrology looks at how much runoff will be generated from a rainfall event, while hydraulics is how  
84 that runoff gets moved from wherever it collects. The topography, land use and land cover, soils, and  
85 climate and rainfall were reviewed for current and future conditions. He explained the hydraulics  
86 overview and provided a digital map. Ms. Perez resumed the presentation and stated that for the  
87 vulnerability assessment, the State of Florida requires you to look at critical and regionally significant  
88 assets. The first step is the exposure analysis which included flooding threats: tidal, storm surge, rainfall-  
89 induced, and compound; the time horizons up to the year 2100; and sea level rise projections. She  
90 reviewed the exposure analysis results from year 2023 to year 2100; and she provided digital maps for  
91 the results for rainfall-induced flooding, Category 2 storm surge flooding, and compound flooding. She  
92 reviewed the analysis results for the percentage of buildings exposed to flooding and the percentage of  
93 property assets exposed to flooding by flood type and scenario; she noted that this analysis will make



94 the Town compliant with Resilient Florida requirements. She also reviewed the roadway assets and the  
95 table showing the percentage of assets exposed to potential future flooding. Councilmember White  
96 referred to the buildings and properties assets and asked if a property had a building on it, would it not  
97 be an asset? Ms. Perez explained that for planning purposes, they look at properties; she noted that Mr.  
98 Jordan will explain more on the focus areas. Mr. Revak asked for clarification on the meaning of the  
99 total number of assets; the Town has more than the 65 buildings shown on the table. Ms. Perez explained  
100 that is as prescribed by the state of Florida; they specifically state what counts as a building. She  
101 continued the presentation and reviewed the sensitivity analysis results.  
102

103 Mr. Jordan reviewed the eight focus areas; they were analyzed using future land use changes and known  
104 flooding complaints. The analyzed areas were: Old Carriage Road and Anchor Drive area; Calumet  
105 Avenue; Michael Lane (Oceanside Village Subdivision); Las Olas Subdivision; Bay Harbour Drive to  
106 Beach Street; South Atlantic Avenue; and the Riverfront area. He reviewed each focus area individually  
107 and the proposed improvements for each. Councilmember Milano stated that years ago, the two  
108 developments at Old Carriage and Anchor Drive had trouble with the silt in the canal not draining; he  
109 asked if the suggestions provided in this report would include the cleaning of those canals. Mr. Jordan  
110 explained they did not look at any dredging in the intercoastal waterway; that is a costly process and it  
111 is not easy to obtain the needed permits. He continued to review the analysis results and recommended  
112 improvements for the focus areas; he noted that the Town contracted with Zev Cohen & Associates to  
113 evaluate the current system at Michael Lane (Oceanside Village Subdivision). Councilmember White  
114 commented that everything was connected through a series of pipes and ponds in the Bay Harbour area  
115 and asked where the water ends up. Mr. Jordan replied there is a 24" outfall pipe at Beach Street that  
116 runs to the intercoastal waterway; this is why it takes time for water to drain from yards and roadways  
117 after a rain event. This is a complex area; there were seven flood reports from Hurricane Ian from just  
118 this focus area. He continued with the presentation; the Bay Harbour area has a combination of  
119 alternative improvements recommended to alleviate flooding. He continued with South Atlantic Avenue,  
120 and reviewed the evaluated improvements which include swale improvements on both sides of the road,  
121 where practical. He noted that any improvements on this roadway would have to be coordinated with  
122 Volusia County as the County owns the roadway. Councilmember White asked if Volusia County  
123 Council Member Matt Reinhart could be provided with this presentation. Mayor Paritsky agreed that  
124 was an excellent idea. Mr. Jordan reviewed the analysis of the Riverfront area and recommended  
125 improvements. He noted that this area is subject to both rainfall-induced flooding and tidal flooding. He  
126 reviewed the recommended solutions including flap-gates and additional retention capacity.  
127 Councilmember Villanella commented that it does not seem that there are enough swales in the Town.  
128 Mr. Jordan explained there are some; and swales are encouraged as part of retention areas in the LUDC.  
129 Some swales in the town are perfectly adequate for a storm event but in other areas, due to soil conditions,  
130 etc., they cannot store the runoff. Retention would need to be combined with other potential  
131 improvements.  
132

133 Ms. Perez reviewed the recommended adaptation strategies, explaining that FEMA asks that as part of  
134 the Watershed Master Plan we document other strategies and mitigation measures. The adaption  
135 strategies include 1) regulation strategies (stormwater manual, LUDC); 2) public information (required  
136 by FEMA); 3) structural controls (flap-gates, seawalls, etc.); 4) non-structural controls (swales,  
137 improved site design, etc.); 5) protection of natural areas; and 6) acquisition of flood-prone properties.  
138 She explained these things are included in the plan to optimize the Town's ability to apply for funding;  
139 she reviewed funding examples including the Resilient Florida program. She noted that the Town will  
140 qualify for the second Resilient Florida funding grant with this plan. She briefly discussed other funding

141 examples. Mayor Paritsky reminded the Council and Planning Board that this document is a foundation,  
142 and that the Town has methodically worked toward a resilient Ponce Inlet. The Town adopted a  
143 Resolution that memorializes the importance of resilience and identifying all our issues; whether it is  
144 flooding, or sea level rise, and how we are going to mitigate and adapt to the issues. She was recently in  
145 Washington D.C. representing Ponce Inlet for the American Flood Coalition when the Watershed Master  
146 Plan was completed, and it is a big deal – we are ahead of the curve; we were already ahead of the curve  
147 with the vulnerability assessment. This plan is also a diagnostic tool for the Town. Not only will we  
148 prioritize the funding opportunities presented in the plan, but we can forward it to Volusia County as  
149 Councilmember White suggested; she can also take it to the state legislature for appropriations requests.  
150 She pointed out that the Town Manager was the former Planning & Development Director for the Town  
151 so there has always been a focus on resiliency in our plans and codes. Mayor Paritsky opened discussion  
152 for the Council.

153  
154 Councilmember White commented he is trying to understand the ranking; noting that the challenge is  
155 going to be how we rank it. He asked if there are any current regulations for the Town to pump  
156 stormwater into the river; it will be a challenge if it must be treated before it goes into the river. Ms.  
157 Perez explained that Ponce Inlet is in the St. Johns River Water Management District who protects water  
158 quality vigilantly; therefore, along with the new stormwater rule, the Town will likely be required to  
159 provide pre-treatment. For a large storm event, it may not be possible to treat all the water; there are  
160 pump stations in the state that are permitted with nominal treatment but not the St. John's. She added  
161 that pump stations must be carefully engineered, and they consume a lot of power. There is no uniform  
162 requirement for pretreatment throughout the state currently. However, that will change with the new  
163 stormwater rule. Mayor Paritsky asked if the Town has been funded for the adaptation plan. Mr. Disher  
164 replied yes; the next step is to put it out for bid. Councilmember Milano referred to the objectives that  
165 the Town could start doing right away; one is the storm retention which is at 1"; the recommendation is  
166 2.5". The next objective was land acquisition. He suggested the Town Manager and Planning Board  
167 review the retention now instead of when it comes up in the ranking; to do some of these smaller things  
168 now while we wait for funding to do the big projects. He understands the retention ponds are being  
169 dredged and cleaned. The Town has tried to be proactive with resiliency and do some of these things;  
170 perhaps we have not communicated that well to the residents. Councilmember White added that the  
171 Planning Board has been working on this for two years; the comprehensive plan has been adjusted based  
172 off the resiliency program. Mayor Paritsky opened discussion for the Planning Board.

173  
174 Mr. Burge asked if the river level is higher than the flap-gate if the outflow will still occur. Mr. Jordan  
175 replied yes, and explained how the flap-gate would work. Mr. Burge asked if the flap-gate prevents street  
176 litter or dirt from flowing into the river. Mr. Jordan explained devices can be installed that will catch it  
177 before it goes into the receiving body of water; however, they must be maintained. There is an option of  
178 installing concrete baffle boxes; however, they also must be maintained. Mr. Burge referred to the streets  
179 between Peninsula Drive and South Atlantic Avenue that frequently flood, and asked if there is a way to  
180 lower the water table so the rainfall would percolate into the ground. Mr. Jordan replied yes, from a  
181 technical standpoint, but it would be much more problematic from a permitting standpoint because that  
182 is where the natural vegetation has grown expecting the water table to be there. If it is lowered, the root  
183 systems may not be able to reach the water table and there would be adverse effects to plants and wildlife.  
184 Discussion continued regarding the water table. Planning Board Chair Kaszuba stated it is important for  
185 the Town to have a good working relationship with the other jurisdictions, particularly Volusia County  
186 and the federal government. He watched the County work on the swales last summer and it seemed  
187 inadequate. He hopes this report will get a more serious look at the suggested solutions. He understands

some projects have hefty price tags but some smaller projects we could start doing. Mayor Paritsky agreed. Mr. Oebbecke commented that we need to get this information to our citizens; we need the committees such as the Land Acquisition Committee, etc., to get the citizens involved so they feel they are part of the solution.

Mayor Paritsky opened public comment. Barbara Davis, 4871 Sailfish Drive, thanked the Council for recognizing that we need to be proactive. It flooded in 2004; we had a rain event in 2009; we did a resiliency report; in 2022 everything flooded during a tropical storm. She has been beating her drum for 16 years about the 1" retention; she explained why that needs to be changed. She mentioned several properties where the structures are being lifted instead of the lot being filled and why more properties should be allowed to do that. She referred to swales and stated there is a 75-foot right-of-way on Sailfish Drive that is supposed to be protected by resolution; however, people are putting sod on it and clearing it out. We need to legislate on the 1" retention and swales; and land acquisition. The Town bought a parcel on Sailfish Dr. and sold it for the same price instead of installing retention. The Land Acquisition Committee was disbanded so we cannot look for more retention areas. She referred to the Las Olas information provided and asked what will happen there; sewer water is in the water there when it floods. Until Mr. Griffith came to work here, we did not have a flap-gate on the river; water was backing up through the storm gates onto Sailfish Drive. We need more retention. The focus area recommended low-impact development; we need legislation to stop people from filling and not putting in adequate plants to absorb the water. Improve site design. We have the right-of-way where we could install swales, particularly in the flood zones on Sailfish Drive. The north end of the right-of-way is 30 or 40 feet wide and 75 feet on the south end – swales could be installed all the way down in the flood area and increase retention. Let's get proactive; let's take this list and get started; let's legislate and get the 2.5" retention at least. Councilmember Milano agreed and referred to the slide depicting swales, noting their location. He provided the history of the 1" retention and how he tried to get it increased. He explained he had to go through the county's road and bridge department to have a swale installed near his property. They provided the dirt and built a mound to help direct water to the south to the stormwater drain. Mayor Paritsky closed public comment. Mayor Paritsky provided instructions to the Planning Board on what the motion should be: to recommend approval of the Watershed Master Plan; suggest modifications as part of the approval; or recommend rejection of the plan. Mayor Paritsky opened discussion to the Planning Board; there was no discussion.

Mr. Young moved to recommend approval of the Watershed Master Plan as presented; seconded by Mr. Burge; The motion PASSED 5-0, with the following vote: Mr. Young – yes; Mr. Burge – yes – Mr. Oebbecke – yes; Mr. Kaszuba – yes; Mr. Revak - yes.

Councilmember White moved to adopt the Watershed Master Plan to meet the requirements for CRS Activity 450 Stormwater Management as presented; seconded by Councilmember Villanella; The motion PASSED 5-0, following vote: Councilmember White – yes; Councilmember Villanella – yes; Mayor Paritsky – yes; Councilmember Milano – yes; Vice-Mayor Smith - yes.

Councilmember Milano referred to the "near term recommendations" listed on page 57 and asked if we could start on those items now; hopefully the Town can submit for a grant for other items. Mr. Disher explained this will be entered into a list and sorted by area, priority, and timeframe. Councilmember Milano suggested sending a letter to residents that this plan is available for them to review. Mr. Disher explained notice was provided regarding today's meeting. Mayor Paritsky reiterated that the public is noticed; she explained staff will create an outline that will prioritize everything. Mr. Disher explained

235 that Hurricane Ian was a wake-up call; that is when we began cleaning the stormwater pipes which was  
236 recently concluded; that had never been done before. Staff is currently designing two pond excavations,  
237 and stormwater flaps on a couple of roads are being installed. We are in the process of securing \$10.4  
238 million to complete the septic-to-sewer project. We are being proactive and moving forward as best we  
239 can. He referred to the 2.5” recommended retention and explained that number was not arbitrarily picked;  
240 this was an incredible study with specific recommendations for us. It is a computerized model of the  
241 entire Town’s watershed and drainage pattern and considers the groundwater table. These recommended  
242 projects are eligible for future grant funding through the Resilient Florida Program with up to 50%  
243 construction funding for some. Mr. Disher announced the Town has received grant funding for the  
244 adaptation plan which is the next step in these efforts; we are doing a combination of planning and  
245 construction to address these issues. He also added that lots that may have had stormwater drainage  
246 retention when they were first developed may have since filled in; each property must retain the first  
247 inch of rainfall that comes off the roof during a storm. Over time, and as properties change hands, these  
248 drainage areas have been filled in. That is another aspect that could be addressed if homeowners are  
249 unaware of what those holes in their yards are for. Mayor Paritsky thanked Ms. Perez and Mr. Jordan  
250 for being here today and requested a copy of the PowerPoint be provided to Council. Mr. Disher asked  
251 that it be provided to the Planning Board and posted on the Town’s website.

252  
253 *\*Mayor Paritsky adjourned the meeting at 12:19 pm for lunch\**

254 *\*Mayor Paritsky reconvened the meeting at 12:50 p.m.\**

255  
256 **6. REQUEST FOR DIRECTION ON AMENDING THE LAND USE & DEVELOPMENT**  
257 **CODE TO ALLOW FARMER’S MARKETS AS A PERMITTED SPECIAL EXCEPTION USE**  
258 **IN THE PUBLIC INSTITUTION (P-I) ZONING DISTRICT.** – Ms. Rippey explained staff is  
259 requesting direction from the Council on amending the LUDC to allow farmer’s markets as a permitted  
260 special use in the public institutional (P-I) zoning district, as Town staff received a written request from  
261 the Ponce Inlet Community Center Board requesting it. Code amendments are initiated in one of three  
262 ways: 1) sponsored or directed by a Councilmember; 2) proposed by staff to implement policies in the  
263 comprehensive plan or changes to state law; or 3) through an application with a fee payment. Barring  
264 these, staff can only devote time to such requests after other Council-directed goals and tasks have been  
265 completed. Farmers markets are a temporary or occasional outdoor retail sale of farm produce or seafood;  
266 typically located within a parking lot or approved location in a public right-of-way closed to vehicular  
267 traffic. Farmers markets are only permitted by right in the PUD and PWD zoning districts and are also  
268 allowed as a minor special exception in the B-1 and B-2 commercial zoning districts. The request to add  
269 farmers markets as a special exception use to the P-I zoning district would provide additional locations  
270 for farmers markets to serve the local population. In the P-I zoning classification, farmers markets are  
271 only allowed through a special event permit, limited to 12 times per calendar year. Mayor Paritsky asked  
272 for clarification that if this P-I zoning was amended, it would be applicable to any area zoned P-I. Ms.  
273 Rippey answered yes. Mayor Paritsky asked if the special event permit applications are submitted  
274 through the Cultural Services Department. Mr. Disher replied yes. Mayor Paritsky stated that if Council  
275 agrees to this amendment for the community center, the impact would be that every P-I zoned area would  
276 have the right to do this. Ms. Rippey answered yes. Mayor Paritsky stated the consequence of approving  
277 this is bigger than just for the community center. She asked if there was a way the community center  
278 could have a farmers market every Sunday without this sweeping change; she asked if there was anything  
279 in the code would allow that to happen.



Ms. Rippey explained she did not find anything in her research that would allow it without amending the zoning district and land use. Mr. Disher agreed and added that he has not had an opportunity to research if it could be allowed to occur inside the building. Mayor Paritsky commented that would be like renting the community center; they could also use the kitchen as she knows some of the vendors cook. Vice-Mayor Smith asked what the difference is between the food trucks there on that site periodically and a farmer's market. Mr. Disher explained the food trucks are through a special event permit, so it is limited to 12 times per year. Vice-Mayor Smith asked if there could be multiple special event permits. Discussion ensued regarding special event permits; the limitations of special events; the food trucks; and farmers market. Councilmember White noted that the responses he has received from residents is that they want to see a farmers market at the community center; and they feel very strongly about the location. He asked if there is a way to have the farmers market at the community center on a permanent day. Mayor Paritsky asked if his opinion would change if the consequence would then permit farmers markets in similarly zoned districts. Councilmember White explained no, if the vendors follow the permits and supply the documentation, whether it is at PICCI or another location, it is an added advantage for the residents of Ponce Inlet regardless of what a P-I property holds; it needs to benefit the residents. Vice-Mayor Smith asked if the farmers market would interfere with the church that is held at PICCI on Sunday morning. Councilmember Milano stated he supports the farmers market, but the church is a concern. He noted that PICCI has insurance, but if it opens it up to other locations, such as the museum, it puts the liability on the Town. Mr. Oebbecke explained he spoke to the pastor of the church about the possibility of having the farmers market at the community center; he is fine with it with one condition; that people attending the farmers market do not enter the community center. The external doors to the restrooms will be available to farmers market attendees but everything else will be restricted. Signs will be posted that church is in service. The pastor is there from 9:30 am to noon; church service starts at 10:30 am. The community center is requesting this be allowed as a special exception use; if another request is submitted for a Public-Institutional property, the Town could always deny it if it deemed not appropriate. He explained this would be a farmer's market; it will not be extended to include crafts or things not directly related to food stuffs. Mayor Paritsky asked if that would include food that is cooked on-site. Mr. Oebbecke replied yes, it would. Mayor Paritsky asked if this request was made at the Board of Directors of PICCI. Mr. Oebbecke answered yes, and it was a unanimous vote.

Councilmember White asked what the process is to request a special exception. Mr. Disher explained that currently, someone would submit an application that is reviewed by staff; then it is reviewed by the Planning Board for approval. If the Council wants to review applications for Town-owned property, then it would be considered a major special exception, which is reviewed by the Planning Board for a recommendation, then by the Council for final approval. Mayor Paritsky asked what Town-owned property is not zoned Public-Institutional? Mr. Disher explained only the Green Mound and Lighthouse Point Park. Discussion continued; other locations were suggested and discussed. Councilmember Villanella stated he would like the farmers market at PICCI; however, he understands the legal concerns that we cannot say the special permit is only for PICCI. Councilmember White reiterated the number of residents that have voiced their opinion to hold the farmers market at PICCI, he feels we must move forward with this. Councilmember Milano and Vice-Mayor Smith agreed.

Mayor Paritsky provided staff direction to move forward with the farmers market at the Ponce Inlet Community Center.

7. **DISCUSSION – AMENDING THE PLANNING BOARD BY-LAWS TO CHANGE THE MEETING TIME TO 2:00 P.M. AND SPECIFYING THE TIMING OF AGENDA PACKET DELIVERY.**

Mayor Paritsky asked the Planning Board members to explain what they are asking for. Planning Board Chair Kaszuba explained that some of the Planning Board meetings are held at 10:00 am and others are at 5:30 pm, depending on whether it was a quasi-judicial hearing. Some Planning Board members wanted a better idea of how much of their day would be consumed with a meeting for better planning purposes for their schedules. Mayor Paritsky asked for clarification that the new proposed meeting start time is 2:00 pm. Chair Kaszuba answered yes. Mr. Burge explained it was presented by a member for personal reasons; personally, he is happy with 10:00 am.

Mr. Oebbecke moved to change the Planning Board meeting time to 2:00 pm for non-quasi-judicial items; seconded by Mr. Revak; The motion PASSED 4-1, with the following vote: Mr. Oebbecke – yes; Mr. Revak – yes; Mr. Kaszuba – yes; Mr. Burge – no; Mr. Young – yes.

Mayor Paritsky stated the Planning Board bylaws will be brought to the Town Council for approval. She stated the next part of this item is specifying the timing of the agenda packet delivery; she explained the Planning Board packet is provided in the same timeframe and manner as for the Council and other Boards; one week in advance. She asked the reason for this request. Chair Kaszuba referred to the Sailfish Marina project and explained that Planning Board members had less than a week to review it. They are looking for more time to review the material; ensuring it is a week would be a step in the right direction. Mr. Young commented Board members heard that Sailfish marina had been in the process for two years, yet only received the packet a week in advance. He understands the quasi-judicial nature of that particular application and that the Board's role is to hear the case and decide it; however, when it is something so controversial, it would be helpful to have the information more in advance. Mayor Paritsky asked if they separated out that project (Sailfish Marina), if they were comfortable with the process as it stands today. Mr. Young answered yes. Mayor Paritsky explained there is one week in advance for Council and Boards because there is an internal process of dates; when staff works on something, it is reviewed by the Town Manager, etc. Planning Board materials are labor intensive and there is a lot to read; there are facts that must be applied to ordinances, etc. She suggested that if Board members feel ill-prepared on an item, they make a motion to table it for a month. She referred to Sailfish and reminded members that even if they hear of something for two years, they cannot discuss before the hearing it if it is quasi-judicial. Discussion continued regarding the timing of agenda packet delivery and consensus was reached to leave it as-is. Mr. Disher added that staff is always available to answer questions or explain anything if needed; and staff can provide updates on projects that are not quasi-judicial. Mayor Paritsky asked if anything like Sailfish Marina is coming, to inform the Planning Board and Council it is coming.

8. **ADJOURNMENT.** — Mayor Paritsky adjourned the meeting at 1:43 P.M.

Respectfully submitted by:

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Kim Cherbano, CMC, Town Clerk

Prepared by: Debbie Stewart, Assistant Deputy Clerk

Attachment(s): None



**Meeting Date:** 6/20/2024

**Agenda Item:** 10-A

## **Report to Town Council**

**Topic:** Resolution 2024-10 – Authorizing a Facility Plan and Capital Financing Plan for an SRF Loan application through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program to fund the Septic-to-Sewer Phases 1 and 2 improvements.

**Summary:** The attached resolution, Capital Facilities Plan, and Capital Financing Plan are required components of the application for the SRF loan through FDEP. Please see attached staff report for additional information.

**Suggested motion:** To approve Resolution 2024-10 authorizing the Ponce Inlet Septic-to-Sewer Phases 1 and 2 Facility Plan and Capital Financing Plan.

**Requested by:** Ms. McColl, Finance Director  
Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager



## MEMORANDUM

### Town of Ponce Inlet – Office of the Town Manager

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council

From: Michael E. Disher, AICP, Town Manager

Date: June 11, 2024

Subject: Resolution No. 2024-10 – Authorizing a Facility Plan and Capital Financing Plan for an SRF Loan application through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program to fund the Septic-to-Sewer Phases 1 and 2 improvements

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**MEETING DATE:** June 20, 2024

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On February 21, 2024, Staff was notified that the Town is scheduled to receive \$10.4 M in funding from the FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program to construct Phases 1 and 2 of the Town’s Septic-to-Sewer projects. These funds are conditioned on the Town applying for the FDEP State Revolving Fund (SRF) 100% principal forgiveness loan. The SAHFI funds are being awarded through this program with a “no payment” obligation.

One of FDEP’s requirements for this SRF loan funding is to prepare a Facility Plan and Capital Financing Plan. Mead and Hunt, Inc., has prepared these documents on the Town’s behalf. The Facility Plan provides justification for each of the projects and includes detailed cost estimates and an evaluation of project alternatives. The Capital Financing Plan is part of the Facility Plan and is found in **Appendix B** of the Plan. As part of the SRF application process, advertising and holding a public meeting is required to explain the proposed projects, estimated costs, and any financial impacts to our customers. The public hearing notice and proof of publication can be found in **Appendix A** of the Plan. Town Council approval is needed to adopt the Facility Plan for the proposed Septic-to-Sewer Phase 1 and 2 projects.

Staff intends to pursue additional grant funding with FDEP intended to defray the cost to property owners for septic tank abandonment and connection to central sewer collection system. If the grant is received, the funds will go to defray homeowner costs or fees.

Seeking such grants is one of the Town Council’s goals for the Finance Department. Specifically, the Department will, “seek grant opportunities for shovel-ready septic-to-sewer projects, in accordance with the Town’s sewer master plan”.



**Recommendation**

Staff recommends approval of the Ponce Inlet Septic to Sewer Phases 1 and 2 Facility Plan and Capital Financing Plan.

Your consideration of this request is greatly appreciated.

Attachment:

- Facility Plan and Capital Financing Plan

## **RESOLUTION 2024-10**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; ADOPTING THE FACILITY PLAN AND CAPITAL FINANCING PLAN FOR THE IMPLEMENTATION OF SEPTIC-TO-SEWER PHASE 1 AND 2 PROJECTS; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provides legal authority for loans to local government agencies to finance the construction of wastewater facilities; and

**WHEREAS**, for a local government to participate in the State Revolving Loan Fund program, the Florida Administrative Code requires the local governing body to formally adopt a Facility Plan and Capital Financing Plan outlining the necessary wastewater improvements that would be funded by the loan; and

**WHEREAS**, the Town has prepared a Facility Plan and Capital Financing Plan for its Septic-to-Sewer Phases 1 and 2 project.

**WHEREAS**, the Town has the legal authority to adopt its Facility Plan and Capital Financing Plan, pursuant to the Town Charter, Code of Ordinances, and the Laws of the State of Florida; and

**WHEREAS**, the Town Council of the Town of Ponce Inlet, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan and Capital Financing Plan for the purpose of providing sewer service.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The Town Council formally approves and adopts the Town of Ponce Inlet Facility Plan, attached hereto as Exhibit “A,” and the Capital Financing Plan, which is incorporated into the Facility Plan as Appendix “B.”



**SECTION 3.** The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan and Capital Financing Plan.

**SECTION 4.** The Town Manager is hereby designated as the authorized representative to execute the Facility Plan, which will become the foundation of all activities related to the wastewater facility improvements. The Town Manager is authorized to represent the Town in carrying out the Town’s responsibilities under the Facility Plan and Capital Financing Plan. The Town Manager is authorized to delegate responsibility to appropriate Town Staff to carry out technical, financial, and administrative activities associated with the Facility Plan and Capital Financing Plan.

**SECTION 5.** All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION 6.** If any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this resolution.

**SECTION 7.** This resolution shall take effect immediately upon its adoption.

It was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat#4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 20<sup>th</sup> day of June 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim Cherbano, Town Clerk

**EXHIBIT “A”**

**TOWN OF PONCE INLET SEPTIC-TO-SEWER PHASE 1 AND 2  
FACILITY PLAN, INCLUDING CAPITAL FINANCING PLAN (APPENDIX “B”)**



FINAL

# Town of Ponce Inlet Septic to Sewer Phase 1 and 2 Facility Plan

June 3, 2024



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## 1. Executive Summary

Hurricane Ian and Fiona made landfall in Florida September 2022. With these hurricanes came sustained periods of rainfall and winds. The Town of Ponce Inlet (Town) suffered significantly from the flooding of Hurricane Ian. The inundation resulting from Hurricane Ian had a profound impact on the septic systems in Ponce Inlet. The prolonged and intense flooding compromised numerous septic systems, presenting a severe threat to both public health and environmental integrity.

The repercussions of this flooding transcend immediate health concerns, impacting the long-term viability of the septic systems. Immediate remediation efforts are necessary, emphasizing the urgent need for sustainable infrastructure solutions to mitigate future risks. Areas of significant concern include Bay Harbor Drive, Jennifer Circle, Inlet Point Boulevard, South Peninsula Drive, and Beach Street west of Peninsula Drive. In these locations, flooding reached substantial levels, with feet of water covering extensive property areas. This flooding persisted for well over a week, adversely affecting access and the operational capabilities of septic systems within the flooded area. These septic to sewer projects prioritize comprehensive strategies that not only replace the affected systems but also fortify the region against potential natural disasters. Recognizing the interconnected nature of health safety, environmental conservation, and community resilience is crucial in addressing the aftermath of natural disasters like Hurricane Ian.

The Town of Ponce Inlet and City of Port Orange have authorized preparation of this Facility Plan to compare alternatives for septic to sewer projects in the areas of significant concern as well as establish cost estimates and implementation schedule. It is anticipated that the Town will utilize the State Revolving Fund (SRF) to construct the improvements identified herein.

This document addresses the septic to sewer element and complies with the Facility Plan Review Checklist and will be submitted for review to the FDEP Clean Water SRF program and Florida State Clearinghouse.

### 1.1 Project Descriptions

The projects identified within this Facility Plan are located in various areas within the Town. Additionally, the size of each project varies. Once completed, approximately 405 sewer services will have been constructed.

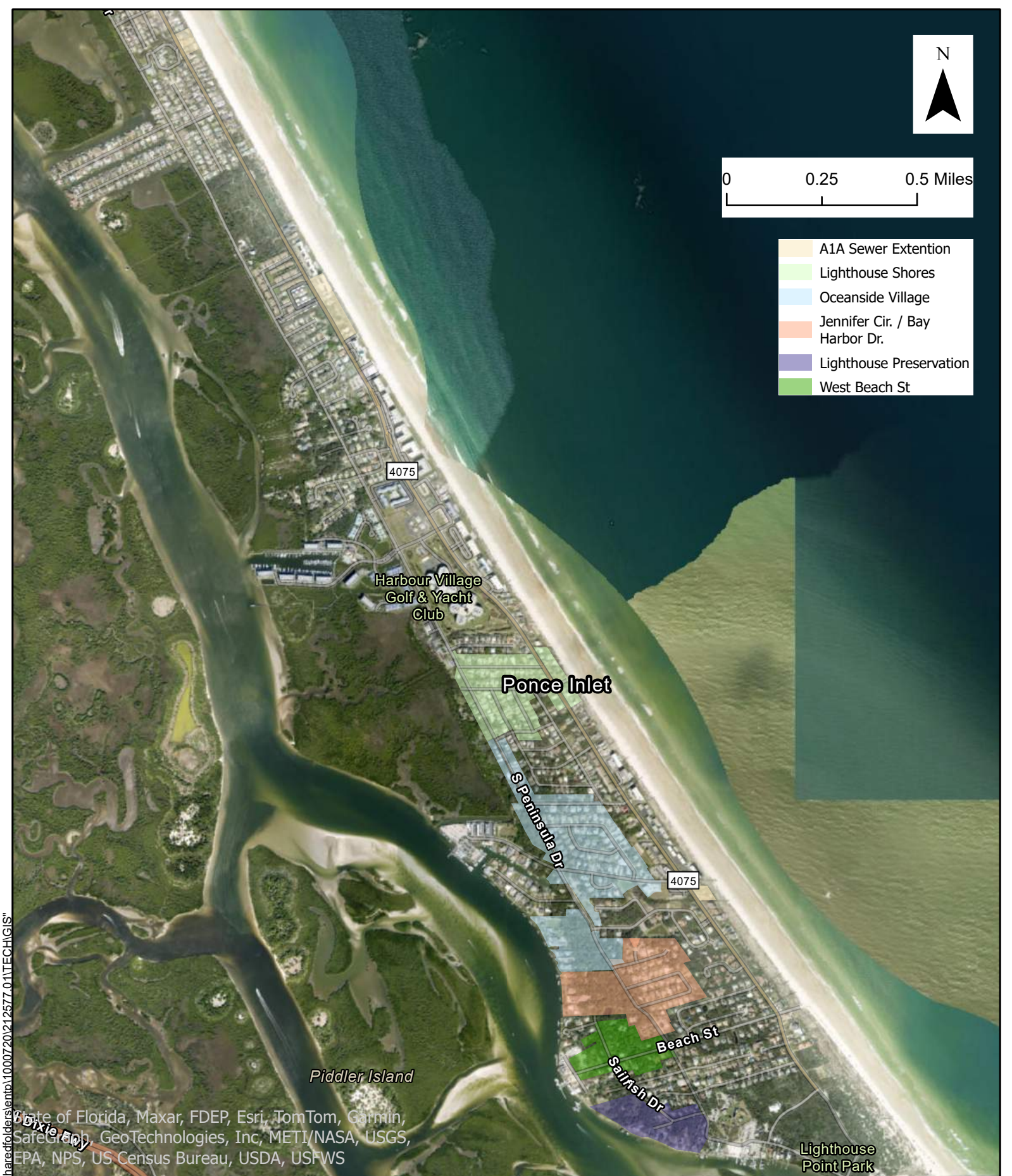
Each project area underwent an alternative analysis to identify the most suitable type of septic to sewer conversion. The alternatives included a no action, low pressure system, and gravity sewer system. Each alternative was evaluated for cost, compatibility, operation and maintenance, and reliability. The information in **Table 1-1** presents a summary of each project area. **Figure 1-1** depicts each project area location within Ponce Inlet.

TABLE 1-1: PROJECT SUMMARY

Project Name	Project Description	Estimated Construction Cost	Estimated Technical Services During Construction	Contingency	Total Estimated Cost
A1A Sewer Extension (Low Pressure)	Construction of approximately 1,890 LF of force main, 15 sewer services, and installation of 7 water services.	\$215,315	\$21,532	\$38,757	\$275,604
Lighthouse Shores (Gravity Sewer)	Construction of approximately 6,390 LF of 8" gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.	\$1,911,692	\$191,169	\$344,105	\$2,446,966
Oceanside Village (Gravity Sewer)	Construction of approximately 6,220 LF of 8" gravity sewer, 1,820 LF of 12" gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.	\$2,808,098	\$280,810	\$505,458	\$3,594,365
Jennifer Circle/Bay Harbor (Gravity Sewer)	Construction of approximately 3,400 LF of 8" gravity sewer, 1,000 LF of 12" gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.	\$1,685,664	\$168,566	\$303,420	\$2,157,650
Lighthouse Preservation (Gravity Sewer)	Construction of approximately 1,500 LF of 8" gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.	\$906,065	\$90,607	\$163,092	\$1,159,764
West Beach Street (Gravity Sewer)	Construction of approximately 2,800 LF of 8" gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.	\$645,297	\$64,530	\$116,154	\$825,981
Totals		\$8,172,132	\$817,213	\$1,470,984	<b>\$10,460,329</b>

This Facility Plan demonstrates that the construction and operation of the proposed improvements is in the public interest and will not cause detrimental environmental impacts. Terrestrial and aquatic communities will not be negatively affected. Any adverse effect to threatened or endangered species will be minimized.





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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 1-1  
Project Areas



## 2. Introduction

### 2.1 Background

The Town of Ponce Inlet (Town) is located at the southmost tip of the Halifax River Peninsula within the greater Daytona Beach area in Volusia County. It is bounded on the east by the Atlantic Ocean, on the south by Ponce de Leon Inlet, and on the north by the unincorporated community known as Wilbur-by-the-Sea. The Town corporate limits measures approximately 3-¾ miles long and 2-½ mile wide. Only the barrier island which comprises the easternmost ½ mile is developed. The remaining portion to the west is comprised of salt marshes, mangroves, spoil islands, and the open water of the Halifax River. The US census population for the Town of Ponce Inlet in 2010 was 3,032, 3,220 in 2016, and 3,364 in 2020.

The populated areas of Ponce Inlet lie between the Atlantic Ocean and the Halifax River. Most of the land within the Town limits is designated “conservation land”, primarily wetlands and surface waters of the Halifax River west of South Peninsula Drive. The majority of developable land is currently used as single family and multifamily residential property.

The Town of Ponce Inlet falls within the City of Port Orange’s (City) service area, meaning water and sewer treatment is provided by the City of Port Orange. The City provides potable water as well as receives all sewage flow from the Town’s residents.

### 2.2 Justification and Need

#### 2.2.1 Hurricane Flood Damage and Eligibility

Hurricane’s Ian and Fiona made landfall in Florida September 2022. With these hurricanes came sustained periods of rainfall and winds. The Town of Ponce Inlet (Town) suffered significantly from the flooding of Hurricane Ian. The inundation resulting from Hurricane Ian had a profound impact on the septic systems in Ponce Inlet. The prolonged and intense flooding compromised numerous septic systems, presenting a severe threat to both public health and environmental integrity.

The repercussions of this flooding transcend immediate health concerns, impacting the long-term viability of the septic systems. Immediate remediation efforts are necessary, emphasizing the urgent need for sustainable infrastructure solutions to mitigate future risks. Areas of significant concern include Bay Harbor Drive, Jennifer Circle, Inlet Point Boulevard, South Peninsula Drive, and Beach Street west of Peninsula Drive. In these locations, flooding reached substantial levels, with feet of water covering extensive property areas. This flooding persisted for well over a week, adversely affecting access and the operational capabilities of septic systems within the flooded area. These septic to sewer projects prioritize comprehensive strategies that not only replace the affected systems but also fortify the region against potential natural disasters. Recognizing the interconnected nature of health safety, environmental conservation, and community resilience is crucial in addressing the aftermath of natural disasters like Hurricane Ian.





*IMAGE 2-1: BAY HARBOR DRIVE LOOKING EAST*



*IMAGE 2-2: JENNIFER CIRCLE LOOKING EAST*





*IMAGE 2-3: PENINSULA DRIVE LOOKING NORTH*





*IMAGE 2-4: RIVERGLEN BOULEVARD LOOKING NORTH (JUST NORTH OF CALUMET AVENUE)*

Without this project, the community is not resilient in the face of hurricanes, storm surges, flooding, and other storm impacts on the peninsula. This project must be done. Without this project the community is not sustainable and public health is at risk.



### 3. Existing Conditions

#### 3.1 Description of Planning Area

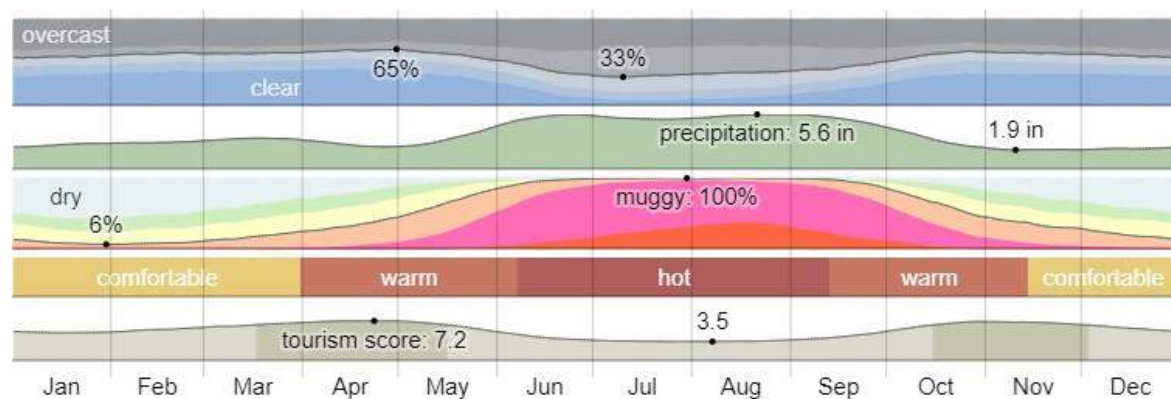
##### 3.1.1 Planning Area

The Town of Ponce Inlet is located in east central Volusia County south of Daytona Beach and north of New Smyrna Beach. Located in the eastern part of Volusia County, it resides in between the Halifax River to the east and the Atlantic Ocean to the west. It has a municipal boundary and a utility service area encompassing approximately 6.4 square miles. The utility service area does not overlap into any other unincorporated or incorporated areas. According to Census.gov, the 2020 population of the Town was 3,364. Ponce Inlet town limits are shown in **Figure 3-2**. Water and sewer treatment is provided by the City of Port Orange. Reclaimed water is not currently provided to Ponce Inlet.

##### 3.1.2 Climate

The Town of Ponce Inlet has a climate that can be categorized as humid and sub-tropic. The summers are long, hot, and oppressive and the winters are short, windy, and partly cloudy. As detailed in **Figure 3-1** and in **Table 3-1**, the warmest months of the year are June, July, August, and September. The cool season lasts for 3 months (December through March). During this time the temperature is lower, it is less humid, and the rainfall numbers drop.

FIGURE 3-1: PONCE INLET CLIMATE



<https://weatherspark.com/y/18807/Average-Weather-in-Ponce-Inlet-Florida-United-States-Year-Round>

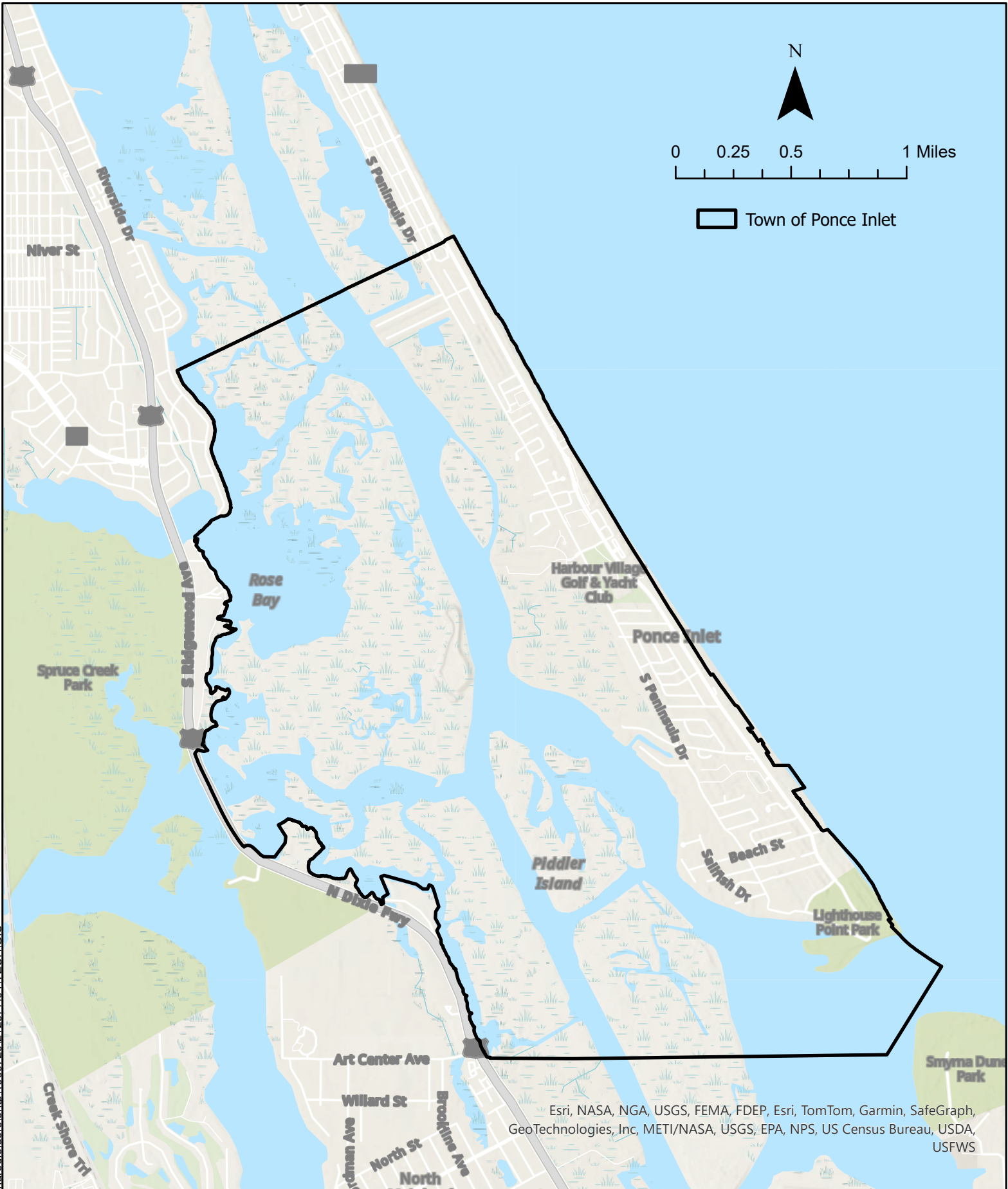
TABLE 3-1: PONCE INLET TEMPS AND RAINFALL

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
High (°F)	68	69	73	77	82	86	87	87	85	80	75	70
Low (°F)	60	62	66	70	76	80	81	81	80	75	69	63
Rainfall (in)	2.5	2.7	3.1	2.5	3.0	5.3	5.1	5.5	5.2	2.9	2.0	2.0

The windiest time of the year begins in mid-September and lasts until the end of May with average wind speeds of more than 9 miles per hour. The windiest month of the year is February with an average hourly wind speed of 10.8 miles per hour. During the time between the end of May to mid-September the winds are calmer. July is the calmest month with an average hourly wind speed of 7.2 miles per hour.



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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 3-2  
Ponce Inlet  
Town Limits



### **3.1.3 Topography**

The topography of the area is generally flat lands with minimal variation in elevation. The majority of the population resides in areas of elevation ranging from 4 to 8 feet above sea level. The closer to either the Halifax River or Atlantic Ocean the lower the elevation. **Figure 3-3** depicts the elevation in one foot intervals.

### **3.1.4 Geology, Soils, and Hydrographic**

The Town of Ponce Inlet is within the lower Atlantic Coastal Plain. The surface is covered with sandy marine sediments of Pleistocene to Recent age. The broad, nearly level marine terraces, relict shorelines, and karst ridges that characterize the landscape are of the Pleistocene age. The areas adjacent to the Atlantic Ocean and the St. Johns River are of more recent geologic origin.

The geologic material can be divided in an upper sequence of unconsolidated or poorly consolidated clastic deposits and a lower sequence of carbonate rocks. The upper surface of the rock unit dips eastward toward the coast at about three feet per mile. At the coast depth to rock is about 100-feet. At the eastern edge of the DeLand Ridge, the depth to rock is about 65-feet. The thickness of the clastic deposits varies from 50 to 100 feet under the DeLand Ridge because of differences in local relief.

### **3.1.5 Surface and Ground Water Hydrology**

A thin clay layer, 60-feet below the surface, serves as an intermediate confining unit which hydraulically separates the potentiometric heads of the Upper Floridan Aquifer from the surficial aquifer system. Based on data obtained annually by St. Johns River Water Management District typical potentiometric water surface elevations of the Floridan Aquifer in the vicinity of the Central Recharge Wellfield, located outside of city limits within Volusia County on the Rima Ridge. Elevations in the area range from 20 to 30 feet NGVD (National Geodetic Vertical Datum). The hydraulic gradient is towards the northeast.

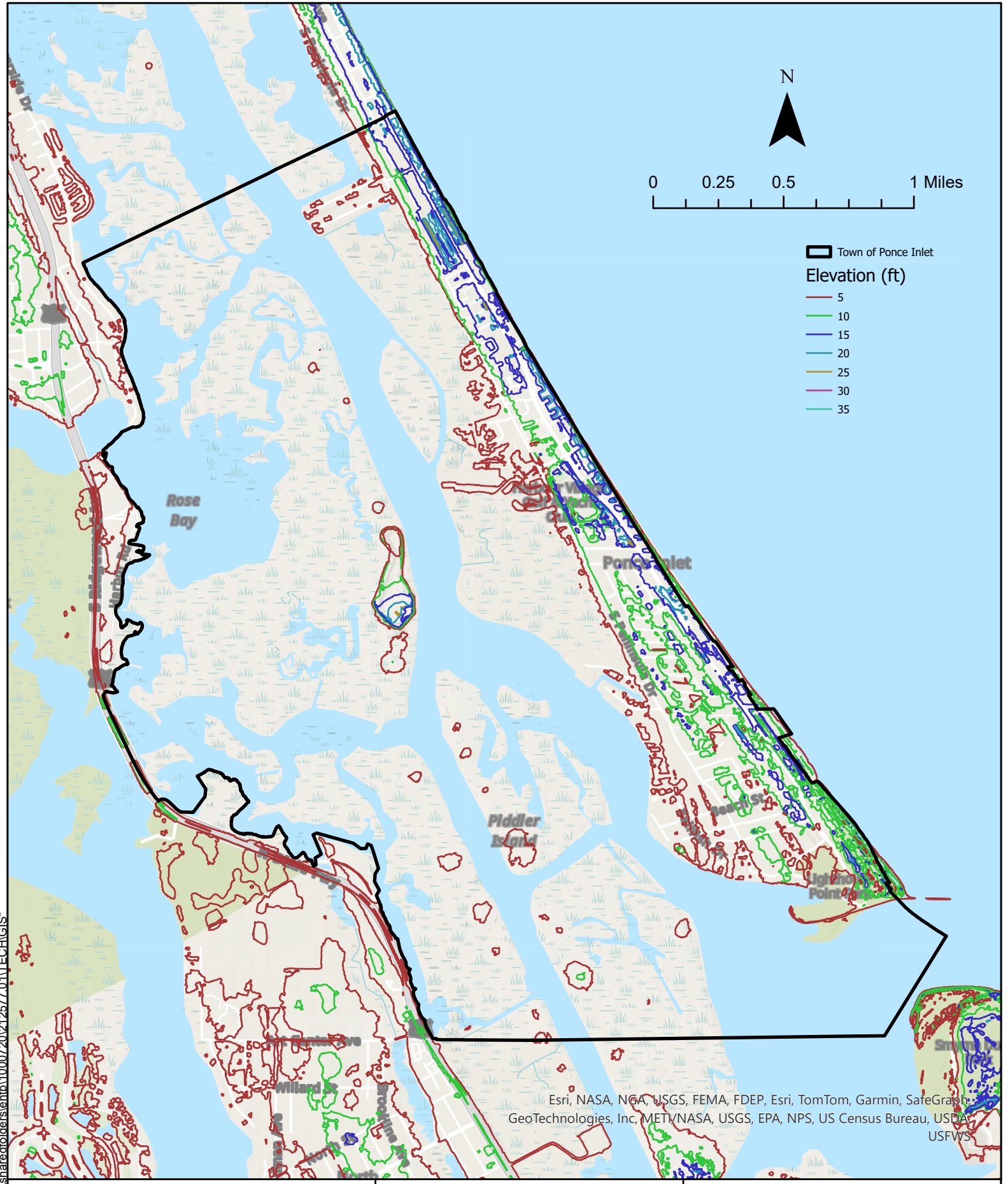
The source of water for the surficial aquifer is primarily local rainfall. Water is stored in the pore space of the soils. Water exits the surficial aquifer via downward leakance, horizontal flow to drainage ways and evapo-transpiration. The volume available for withdrawal from the Volusia Floridan Aquifer is dependent upon the surficial system.

#### **3.1.5.1 Aquifer Identification**

Ground water resources in the service area include the surficial and the Floridan Aquifers. The carbonate rocks of the lower sequence are limestone and dolomite of middle and upper Eocene age. These rocks are also known as the Floridan Aquifer. The surficial aquifer varies in depth from 50 to 100 feet from ground level and generally serves as a storage reservoir for percolating precipitation. The surficial aquifer recharges the Floridan Aquifer and is not used as a potable water source but is primarily used for irrigation purposes. Downward movement of slightly acid ground water has resulted in the formation of solution caverns that hold and transmit large quantities of water. About 95-percent of the area's freshwater supply for domestic and agricultural use comes from the Floridan Aquifer. The City of Port Orange operates 40 deep water wells and has a current capacity of 15 MGD and the water is in compliance with potable water standards. The Garnsey Water Treatment Plant (WTP) is located on Wellfield Drive.



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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 3-3  
Ponce Inlet  
Elevations



### **3.1.5.2 Aquifer Source Protection**

The protection of the aquifer system is of prime importance to the City of Port Orange and Town of Ponce Inlet. As its sole source for potable drinking water, the sustainability and health of the system is critical to the customers and residents. Well-draining recharge areas are known to be major areas of development and modification happens frequently. With development brings roads, roofs, and parking lots that make groundwater recharge difficult in those areas. Development also brings with it materials and supplies that can leech into the ground possibly contaminating the water supply.

The City has several measures established to prevent such contamination from occurring. Development is regulated within areas of any wellfield. Port Orange has protocols set in place that prevent development at or near the Rima Ridge where the Port Orange's Recharge Wellfield is located. Port Orange employs the use of best management practices (BMP), groundwater monitoring, conservative well spacing, reduction of public reliance, and prohibiting excavation projects from removing the confining layer. Wellhead protection measures are also in place to protect the aquifers from hazardous substances and contamination.

### **3.1.5.3 Recharge**

Ground surface elevations in the Central Recharge Wellfield and corresponding water surface/surficial aquifer elevations range between 40 to 50 feet NGVD. As a result of the net downward gradient between the surficial aquifer and Upper Floridan, and leakance through the confining layer, the terrace and ridge areas provide some recharge to the Upper Floridan Aquifer. Recharge rates are estimated at 8 or 9 inches per year.

The confining layer of the thin clay, 60-feet below the surface, exhibits leakance and as such, promotes recharge. This characteristic is valuable as it renews water supplies withdrawn for consumption; however, leakance creates a hydraulic connection from the surficial aquifer to the Upper Floridan Aquifer. If contamination of the surficial aquifer occurs, it is possible to compromise the City's/Town's water supply.

## **3.1.6 Ecology**

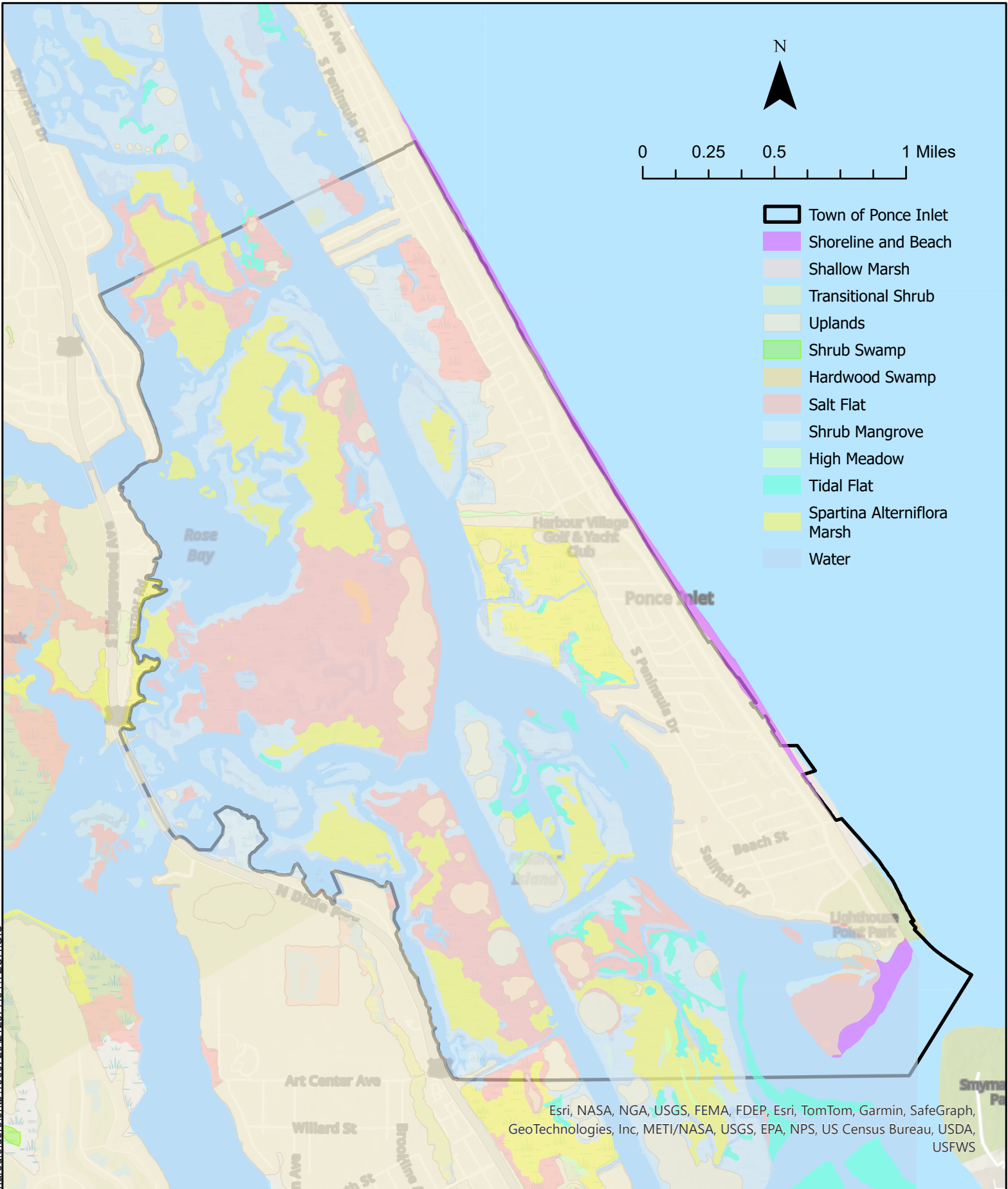
### **3.1.6.1 Environmentally Sensitive Areas or Features**

#### **3.1.6.1.1 Wetlands**

The Town of Ponce Inlets vegetation can be seen in **Figure 3-4**. *Spartina alterniflora* marsh, salt flats, and shrub mangrove can be seen on the western side of the Ponce Inlet and salt flats, beach and shoreline, and shrub mangrove's can be seen to the south. The majority of the inhabited area of Ponce Inlet is classified as uplands. The definition of uplands is all areas that are not delineated as wetlands vegetation. All proposed project areas exist within the uplands area.



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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 3-4  
Ponce Inlet  
Vegetation



#### 3.1.6.1.2 Flora and Fauna

The vegetative community along the beaches is dominated by Cabbage Palm, Sea Grape, Buttonwood, Sand Line Oak, Yaupon Holly, Saw Palmetto, Cahoom Holly Laurel Bay and Wax Myrtle.

Endangered and threatened plant species and species of special concern include Wild Olive, Bay Cedar, Joewood, Red Stopper, Inkberry, Wild Olive, White Squirrel Banana, Fakahatchee Burmannia, Coontie, Pineland Panic Grass, Pine Pink, Many Flowered Grass Pink, and Chain Fern.

Dominant animal special associated with the Coastal Scrub include a diversity of birds, rodents and other small mammals, amphibians and reptiles. Species listed as endangered, threatened or species of special concern are the Least Tern, Southeastern Kestrel, Bald Eagle, Eastern Indigo Snake, and Gopher Tortoise.

The dominant indicator plant species in the Mangrove Swamps are the Red, White and black Mangroves and Buttonwood. Species listed by the State of Florida and the U.S. Fish and Wildlife Service as endangered, threatened or species of special concern are the Giant Feather Fern and the Prickly Apple.

This vegetation association is a critical habitat for a wide diversity of animal species. Endangered and threatened species and species of special concern include the Wood Stork, Brown Pelican, Snowy Egret, American Oystercatcher, Least Tern, West Indian Manatee, American Alligator, and Eastern Indigo Snake.

Saltwater Marshes are dominated by Cordgrass and Blackrush, and also contain Mangroves, Saltwort, Marsh Elder, and a diversity of other plant species. Endangered and threatened plant species and species of special concern include only the Giant Feather Fern.

Terrestrial and aquatic communities will not be negatively affected by the proposed project. There are no potential adverse impacts to flora, fauna in the recommended and proposed project locations. The project will be constructed in public rights of way along roadways. These areas have already been developed with the development of the roadway.



### 3.1.6.1.3 Endangered and Threatened Species

There are several mammals, birds, amphibians, and reptiles listed as endangered, threatened, or species of special concern that nest, breed, feed, or winter in the Ponce Inlet area. **Table 3-2** is a list of the more commonly known species.

TABLE 3-2: COMMON ENDANGERED AND THREATENED SPECIES OF VOLUSIA COUNTY

#### **BIRDS**

American Oystercatcher	Limpkin
Bald Eagle	Red-cockaded Woodpecker
Brown Pelican	Snowy Egret
Florida Sandhill Crane	Southeastern Kestrel
Least Tern	Tri-colored heron
Little Blue Heron	Wood Stork

#### **MAMMALS**

Florida Black Bear	Shermans Fox Squirrel
Florida Mouse	Western Indian Manatee
Florida Panther	

#### **AMPHIBIANS AND REPTILES**

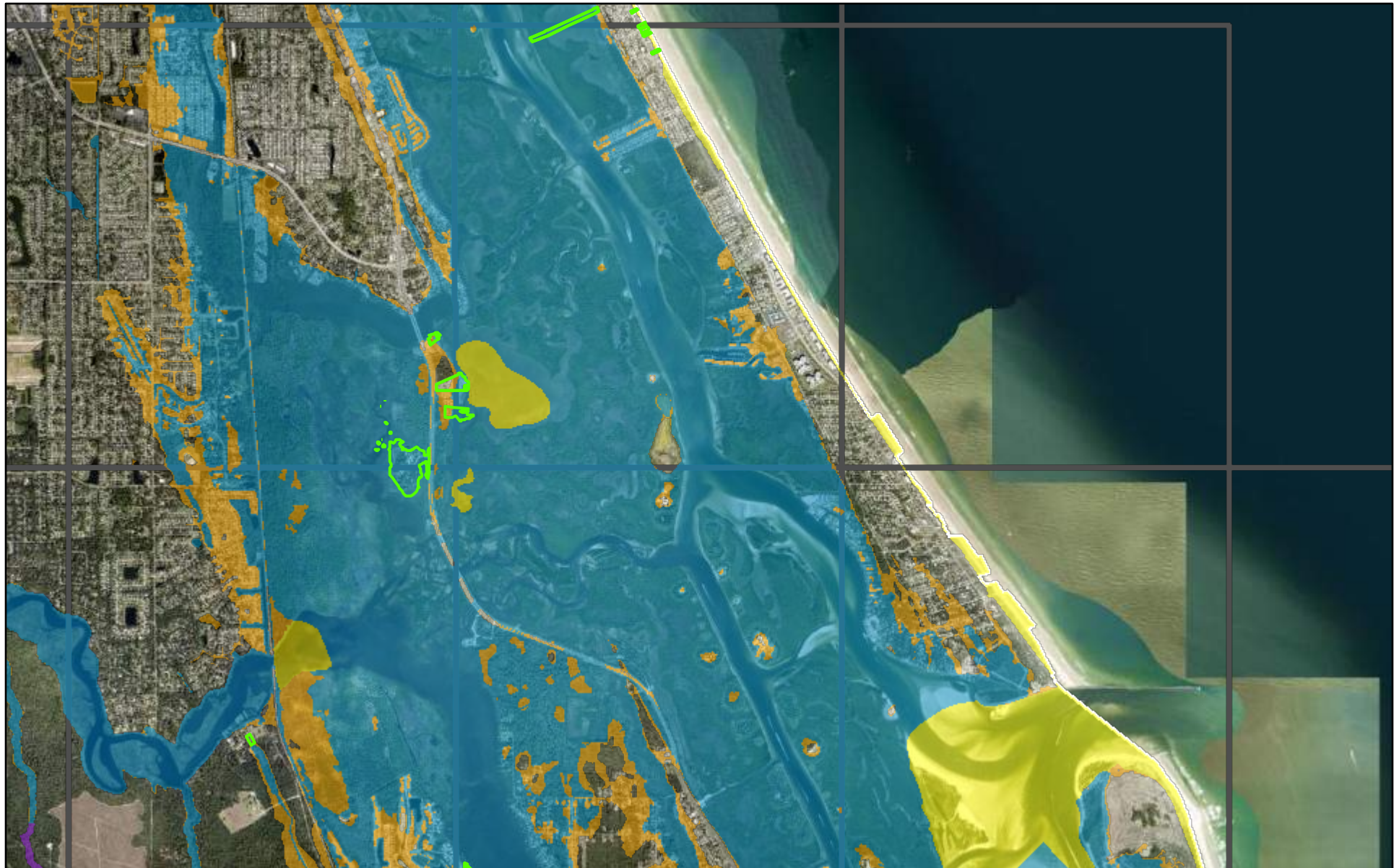
Gopher Frog	American Alligator
Gopher Tortoise	Eastern Indigo Snake
Atlantic Salt Marsh Water Snake	Florida Pine Snake

### 3.1.7 Flood Plain

The Town of Ponce Inlet has flood plains associated with the Halifax River. See **Figure 3-5** for Flood Risk Map.



Figure 3-5  
Flood Risk Maps



5/2/2024

Properties w/Elevation Certificates

Flood Risk Zones

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A

AE

AH

VE

FIRM Panel

County Boundary

World Imagery

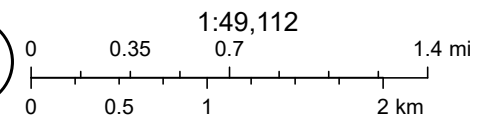
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

9.6m Resolution Metadata



State of Florida, Maxar



### 3.1.8 Archaeological and Historic Sites

According to the National Parks Service (NPS) and the US National Register of Historic Places, there are four (4) areas of historic significance within the Town of Ponce Inlet.

**Table 3-3** provides the listing of all four locations.

TABLE 3-3: ARCHEOLOGICAL AND HISTORIC SITES

Ref #	Property Name	Street & Number	Listed Date
100005243	Green Mound	4400 South Peninsula Drive	6/4/2020
15000786	Meyer-Davis House-Hasty Cottage	143 Beach Street	11/16/2015
100005822	Pacetti Hotel	4928 South Peninsula Drive	11/23/2020
72000355	Ponce De Leon Inlet Lightstation	4931 S. Peninsula Drive, U.S. Coast Guard Reservation	9/22/1972

### 3.1.9 Air Quality

According to EPA, Volusia County is classified as an area of attainment with respect to the National Ambient Air Quality Standards for all of the criteria air pollutants. In 2023, there were 365 days recorded with 316 “Good” days, 48 “Moderate” days, and 1 “Unhealthy for Sensitive Groups” days. (**Table 3-4**). The majority of the pollution indicated during the year was Ozone, followed by Fine Particulate Matter of 2.5 microns or less in diameter. The Air Quality Index (AQI) Max is the highest daily value in the year. The AQI 90<sup>th</sup> percentile is the 90 percent of daily AQI values during the year were less than or equal to the 90<sup>th</sup> percentile value. The AQI Median is half of daily AQI values during the year were less than or equal to the median value, and half equaled or exceeded it.

The proposed improvements in this Facility Plan will not have any impact to permitted facilities, will not require any air permitting, and will not have any effect on the “attainment” status. The improvements will comply with the various Florida Department of Environmental Protection (FDEP) air resource management regulations including Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-214, 62-242, 62-243, 62-252, 62-256, 62-257, 62-281, 62-296, and 62-297 of the Florida Administrative Code.

TABLE 3-4: VOLUSIA COUNTY AIR QUALITY INDEX REPORT 2023

County	# Days with AQI	#Days Good	#Days Moderate	#Days Unhealthy for Sensitive Groups	#Days Unhealthy	#Days Very Unhealthy	#Days Hazardous
Volusia County, FL	365	316	48	1	-	-	-

AQI Maximum	AQI 90th Percentile	AQI Median	# Days CO	# Days NO2	# Days O3	# Days PM2.5	# Days PM10
118	53	39	-	-	248	117	-



### 3.1.10 Organization

The Town of Ponce Inlet operates under the council-manager form of government with a Town Council consisting of the Mayor and four other members. The Mayor and Council members are non-partisan and elected to serve two-year staggered terms. In the council-manager form of government, an elected municipal council is responsible for making policy, passing ordinances, voting appropriations, and having overall supervisory authority in the municipal government. In such a government, the mayor will perform strictly ceremonial duties or will act as a member and presiding officer of the council, similar to a chairperson. The Council will appoint a municipal manager or administrator who will be responsible for supervising government operations and implementing the policies adopted by the Council. The manager serves the council, usually with a contract that specifies duties and responsibilities.

## 3.2 Socio-economic Conditions

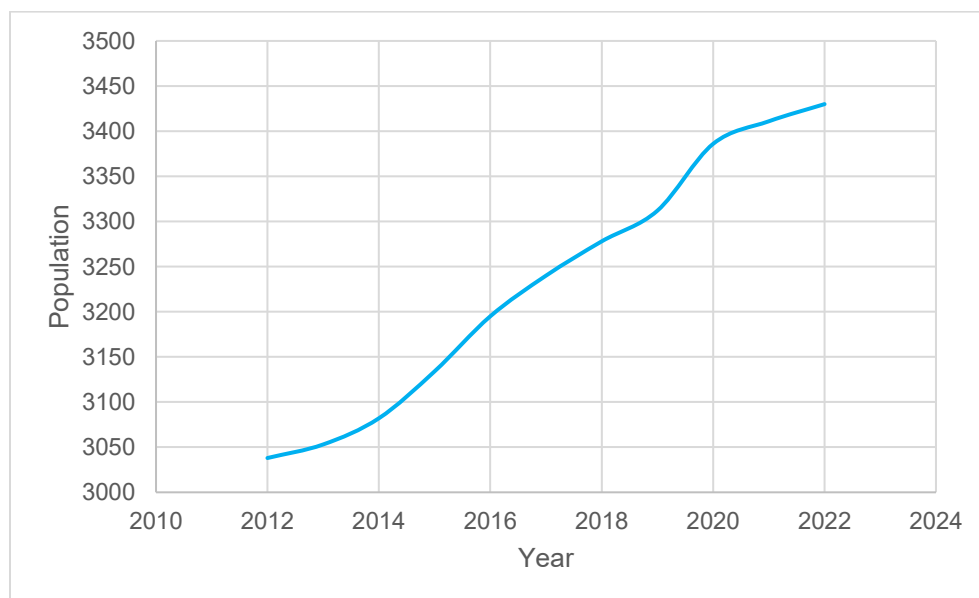
### 3.2.1 Population

The Town of Ponce Inlet's population has remained relatively constant over the past 10 years. The percent difference from year to year ranged from .5% between 2012 and 2013 and 2.2% between 2019 and 2020. The Town has seen an increase in population every year over the past 10, see **Table 3-5** and **Figure 3-6**.

TABLE 3-5: PONCE INLET POPULATION (2012-2022)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Population	3038	3053	3082	3134	3195	3240	3278	3312	3386	3411	3430
Difference		15	29	52	61	45	38	34	74	25	19
Percent Change		0.49%	0.95%	1.69%	1.95%	1.41%	1.17%	1.04%	2.23%	0.74%	0.56%

FIGURE 3-6: PONCE INLET POPULATION (2012-2022)





### 3.2.2 Economy

Ponce Inlet is a beautiful beach town situated on the east coast of Florida. It has many local amenities, attractions and businesses to offer. There is a wide range of businesses such as Down the Hatch Seafood Restaurant and Daytona Beach Parasail. Additionally, Ponce Inlet has many attractions that can be enjoyed including the Marine Science Center, Ponce de Leon Inlet Lighthouse and Museum, and Lighthouse Point Park. According to the Economic Research Institute the cost of living in Ponce Inlet is 11% higher than the national average and 6% higher when compared to Florida. Based on the Census data estimates the employment rate in Ponce Inlet is 34.7% which indicates Ponce Inlet is a community comprised of many retirement aged residents. This correlates with the median age of 65 according to the US Census Bureau. The average rent in Ponce Inlet is \$2,074 whereas the average rent in the state of Florida is \$1,525. Similarly, the median household income in Ponce Inlet is \$98,125 and \$69,303 for Florida.

### 3.2.3 Land Use and Development

Ponce Inlet, being located at the southernmost tip of the Halifax River Peninsula has become a haven for home buyers seeking refuge from highly populated areas in Volusia County. The close proximity of the beaches and river have promoted higher housing values and a high quality of living. According to the Volusia County Geographic Information System (GIS) multiple land uses exist within the Town of Ponce Inlet. See **Table 3-6** for additional information.

TABLE 3-6: LAND USE

Residential
Low Density
Medium-Low Density
Medium Density
Medium-High Density
High Density
Commercial
General Retail
Tourist Commercial
Marine-Oriented
Public/Institutional
Administrative/Utility
Batelle Research Facility
Open Space and Recreation
Streets
Undeveloped Land

Ponce Inlet has experienced increase in development, mostly of a residential nature. The increase in developed land has cause a decrease in land available for recreation or conservation. The Town's Comprehensive Plan has set for specific policies relative to future land use patterns. The objectives state that the Town should continue to reflect a predominantly residential nature, and that buffers should be established between residential and incompatible land uses. In addition, land uses of historic and archaeological values, natural vegetative areas and salt marshes should be preserved and maintained as natural systems.



## 4. Alternative Evaluation and Selection

### 4.1 Approach

Each project area being considered shall be evaluated and three (3) alternatives will be developed to the maximum extent possible. Every alternative will include a “no action” scenario.

The evaluation will include design comparisons with cost estimates for each alternative. An evaluation matrix will be developed to summarize the comparison and recommendation of the preferred alternative. The evaluation matrix will include the following criteria:

- **Cost** – This criterion involves comparing total cost of construction for each alternative. The scoring scale shall be between 1-3 with 3 being the lowest cost option and 1 being the highest cost option.
- **Compatibility** – This criterion measures the complexity of operating and maintaining within the existing system. The scoring scale is between 1-3 with 3 being the least complex option and 1 being the most complex option.
- **Operation and Maintenance (O&M)** – This criterion compares the O&M of each option once the given alternative is constructed. The scoring scale is between 1-3 with 3 being the option with the lowest O&M and 1 being the option with the highest O&M.
- **Reliability** – This criterion compares the reliability of each option once the given alternative is constructed. The scoring scale is between 1-3 with 3 being the option with the highest reliability and 1 being the option with the least reliability.

### 4.2 A1A Sewer Extension

The A1A sewer extension project area is comprised of three (3) individual project areas. Project 1A which includes addresses 4299-4303 South Atlantic, Project 1B which serves addresses between 4461 and 4493 South Atlantic, and Project 1C which includes addresses between 4803 and 4809.

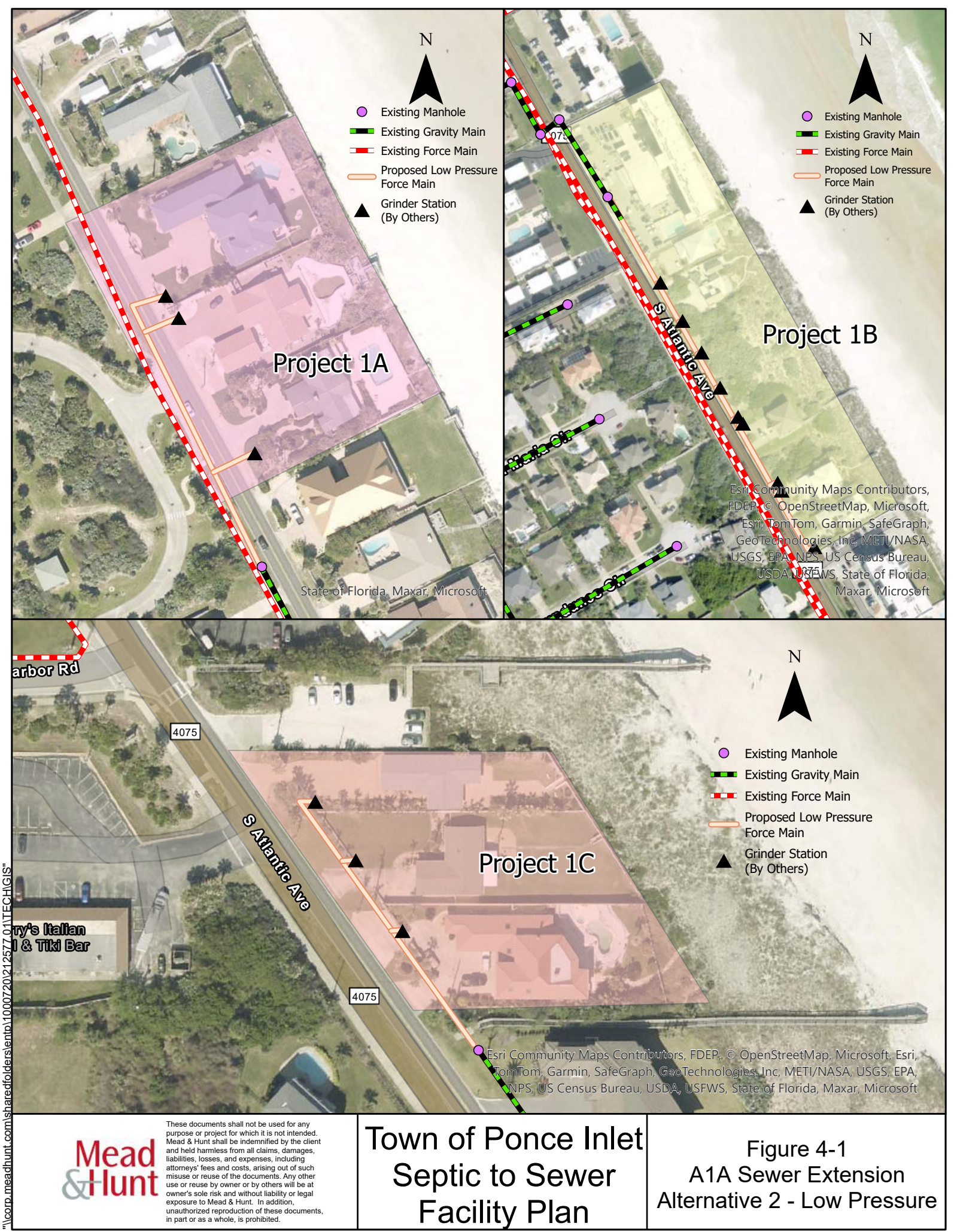
#### 4.2.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potentials risks for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

#### 4.2.2 Alternative 2 – Low Pressure

This alternative consists of small diameter, low pressure force main, and individual grinder stations (to be constructed by others) at each property. Due to the constraints of the existing nearby gravity system, i.e. depth, a gravity sewer tying into an existing manhole is impractical. This alternative utilizes individual grinder stations to a low-pressure force main that ties into the terminal manholes of the nearby gravity sewer. **Figure 4-1** depicts the proposed configuration for projects 1A, 1B, and 1C.





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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-1  
A1A Sewer Extension  
Alternative 2 - Low Pressure



**Table 4-1** presents the material quantities and costs associated with this alternative.

TABLE 4-1: A1A SEWER EXTENSION - LOW PRESSURE ESTIMATED COSTS

Item	Description	Quantity	Unit	Cost	Total
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 7,187.50	\$ 7,187.50
2	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00
3	Survey Layout	1	LS	\$ 2,500.00	\$ 2,500.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 2,000.00	\$ 2,000.00
5	Maintenance of Traffic	1	LS	\$ 2,318.75	\$ 2,318.75
6	Hand Locate and Expose Utilities	1	LS	\$ 1,500.00	\$ 1,500.00
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Directional Drill Force Main				
	a) 2" DR9 HDPE	290	LF	\$ 75.00	\$ 21,750.00
	b) 3" DR9 HDPE	1,600	LF	\$ 75.00	\$ 120,000.00
2	Ductile Iron Fittings - Add or Delete	1	TN	\$ 9,839.00	\$ 9,839.00
3	Coring Existing Structures				
	a) Manholes	3	EA	\$ 5,400.00	\$ 16,200.00
<b>C</b>	<b>WATER SYSTEM</b>				
1	Install New Water Service	7	EA	\$ 1,760.00	\$ 12,320.00
<b>D</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Concrete Sidewalk (4" Thick Fiber Reinforced)	100	SY	\$ 88.00	\$ 8,800.00
2	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
3	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
4	As-Builts	1	LS	\$ 2,000.00	\$ 2,000.00
5	Permit Fees and Allowances	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Subtotal</b>					\$ 215,315.25
18% Contingency					\$ 38,756.75
Technical Services During Construction					\$ 21,531.53
<b>TOTAL</b>					<b>\$ 275,604</b>
Annual O&M					\$ 5,512.07
Planning Period					20
Estimated Inflation					3%
Present Worth					\$ 358,000.00



#### 4.2.3 Alternative 3 – Gravity Sewer

This alternative includes the construction of small gravity sewer collection systems for each project area. Due to the constraints of the existing system, a force main from the lift station in this alternative would discharge into the nearby terminal manhole. **Figure 4-2** depicts the proposed configuration for projects 1A, 1B, and 1C. **Table 4-2** presents the material quantities and costs associated with this alternative.

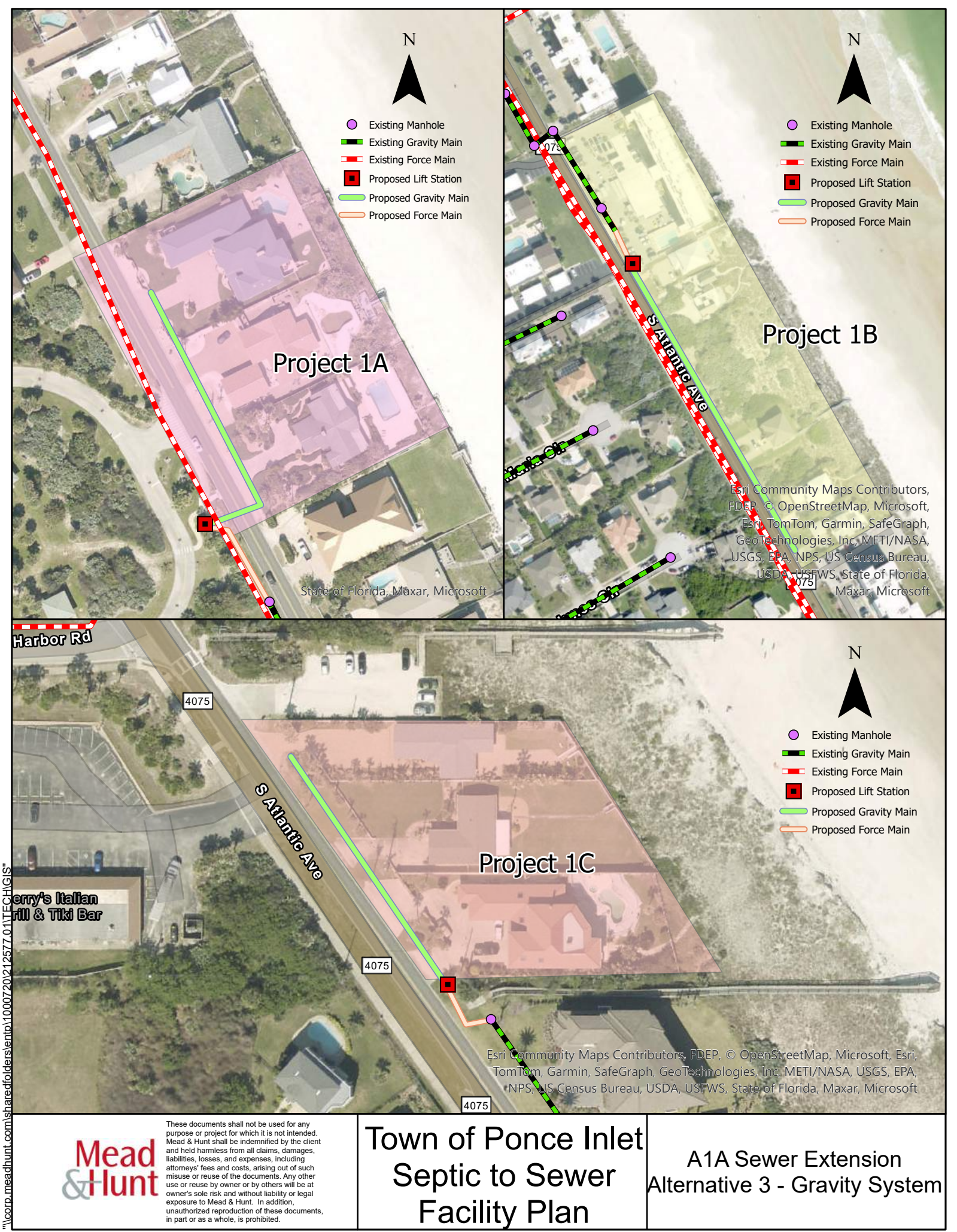
TABLE 4-2: A1A SEWER EXTENSION - GRAVITY SEWER ESTIMATED COSTS

Item	Description	Quantity	Unit	Cost	Total
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 7,187.50	\$ 7,187.50
2	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00
3	Survey Layout	1	LS	\$ 2,500.00	\$ 2,500.00
4	Sewer Construction Cut Sheets	1	LS	\$ 2,932.50	\$ 2,932.50
5	Erosion Control and Pollution Abatement	1	LS	\$ 2,000.00	\$ 2,000.00
6	Maintenance of Traffic	1	LS	\$ 2,318.75	\$ 2,318.75
7	Hand Locate and Expose Utilities	1	LS	\$ 1,500.00	\$ 1,500.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter)				
	a) 0'-8' Cut	5	EA	\$ 7,400.00	\$ 37,000.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,150	LF	\$ 70.00	\$ 80,500.00
3	Jack and Bore (20" Casing with 8" Carrier)	50	LS	\$ 942.00	\$ 47,100.00
4	Sewer Service Connections				
	a) 4"	15	EA	\$ 1,500.00	\$ 22,500.00
5	Directional Drill Force Main				
	a) DR9 HDPE	250	LF	\$ 75.00	\$ 18,750.00
6	Ductile Iron Fittings - Add or Delete	0	TN	\$ 9,839.00	\$ 2,459.75
7	Video Sewer				
	a) 8" Gravity sewer	1,150	LF	\$ 4.00	\$ 4,600.00
	b) 4" Service	15	EA	\$ 162.00	\$ 2,430.00
8	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 2,500.00	\$ 2,500.00
9	Coring Existing Structures				
	a) Manholes	3	EA	\$ 5,400.00	\$ 16,200.00
<b>C</b>	<b>LIFT STATION</b>				
1	Complete Lift Station	3	EA	\$ 318,000.00	\$ 954,000.00
2	Electrical/Instrumentation	3	EA	\$ 136,000.00	\$ 408,000.00
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	8	EA	\$ 1,000.00	\$ 8,000.00
2	Install New Water Service	5	EA	\$ 1,760.00	\$ 8,800.00



D	PAVEMENT AND RESTORATION				
1	Concrete Driveway (6" Thick Fiber Reinforced)	260	SY	\$ 100.00	\$ 26,000.00
2	Brick Driveway, Remove and Replace	125	SY	\$ 104.00	\$ 13,000.00
2	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
3	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
4	As-Builts	1	LS	\$ 2,000.00	\$ 2,000.00
5	Permit Fees and Allowances	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Subtotal</b>					\$ 1,681,178.50
18% Contingency					\$ 302,612.13
Technical Services During Construction					\$ 168,117.85
<b>TOTAL</b>					<b>\$ 2,151,908</b>
Annual O&M					\$ 43,038.17
Planning Period					20
Estimated Inflation					3%
Present Worth					\$ 2,792,000.00





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# Town of Ponce Inlet Septic to Sewer Facility Plan

## A1A Sewer Extension Alternative 3 - Gravity System



#### 4.2.4 Alternative Comparison

The cost details for the proposed alternatives are presented on **Table 4-1** and **Table 4-2**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Low Pressure

<b>SUBTOTAL</b>	\$ 215,315.25
<b>18% CONTINGENCY</b>	\$ 38,756.75
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 21,531.53
<b>TOTAL</b>	<b>\$ 275,604</b>
<b>ANNUAL O&amp;M</b>	\$ 5,512.07
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 358,000.00

- Alternative 3: Gravity Sewer

<b>SUBTOTAL</b>	\$ 1,681,178.5
<b>18% CONTINGENCY</b>	\$ 302,612.13
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 168,117.85
<b>TOTAL</b>	<b>\$ 2,151,908</b>
<b>ANNUAL O&amp;M</b>	\$ 43,038.17
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 2,792,000.00

TABLE 4-3: A1A GRAVITY SEWER EXTENSION EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Low Pressure	Alternative 3 Gravity Sewer
Cost	-	3	1
Compatibility	-	2	3
Operation and Maintenance	-	2	1
Reliability	-	2	3
Total	-	9	8

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Low Pressure is the selected alternative.



### 4.3 Lighthouse Shores

The Lighthouse Shores project area includes the following streets, Cindy Lane, Oceanview Avenue, S. Peninsula Drive, Dixie Drive, Montrose Avenue, and S. Atlantic Avenue. A total of approximately 120 homes/parcels could be connected upon construction completion.

#### 4.3.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potential risks for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

#### 4.3.2 Alternative 2 – Gravity Sewer

This alternative provides a gravity sewer system for the entire project area. The system would tie into an existing manhole near Pollard Park and utilize existing infrastructure for transportation to the wastewater plant for treatment. Due to the constraints of the existing system the sewer depths range within this project area would be between 4 ft and 14 ft deep. This alternative also includes a Jack and Bore across S. Atlantic Avenue to service properties on the east side of the street. See **Figure 4-3** for proposed configuration. **Table 4-4** presents the material quantities and costs associated with this alternative.

TABLE 4-4: LIGHTHOUSE SHORES ALTERNATIVE 2 - GRAVITY SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 124,605.00	\$ 124,605.00
2	Pre-Construction Video	1	LS	\$ 3,834.00	\$ 3,834.00
3	Survey Layout	1	LS	\$ 19,170.00	\$ 19,170.00
4	Sewer Construction Cut Sheets	1	LS	\$ 16,294.50	\$ 16,294.50
5	Erosion Control and Pollution Abatement	1	LS	\$ 13,099.50	\$ 13,099.50
6	Maintenance of Traffic	1	LS	\$ 56,551.50	\$ 56,551.50
7	Hand Locate and Expose Utilities	1	LS	\$ 15,975.00	\$ 15,975.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter)				
	a) 0'-8' Cut	14	EA	\$ 7,400.00	\$ 103,600.00
	b) 8'-10' Cut	2	EA	\$ 8,600.00	\$ 17,200.00
	c) 10'-12' Cut	3	EA	\$ 10,100.00	\$ 30,300.00
	d) 12'-14' Cut	5	EA	\$ 12,350.00	\$ 61,750.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	4,020	LF	\$ 70.00	\$ 281,400.00
	b) 8'-10' Cut	510	LF	\$ 82.00	\$ 41,820.00
	c) 10'-12' Cut	950	LF	\$ 96.00	\$ 91,200.00
	d) 12'-14' Cut	910	LF	\$ 127.00	\$ 115,570.00



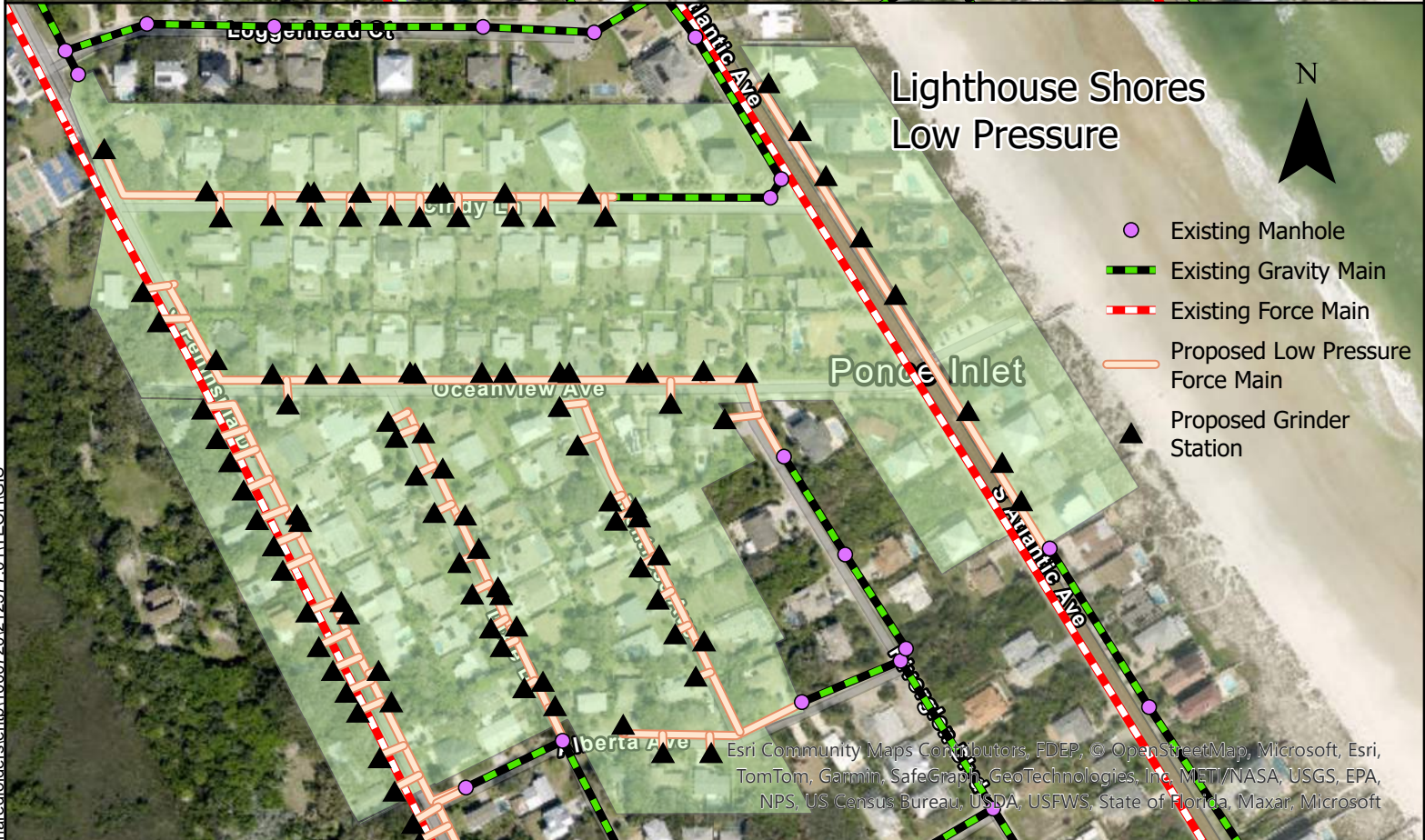
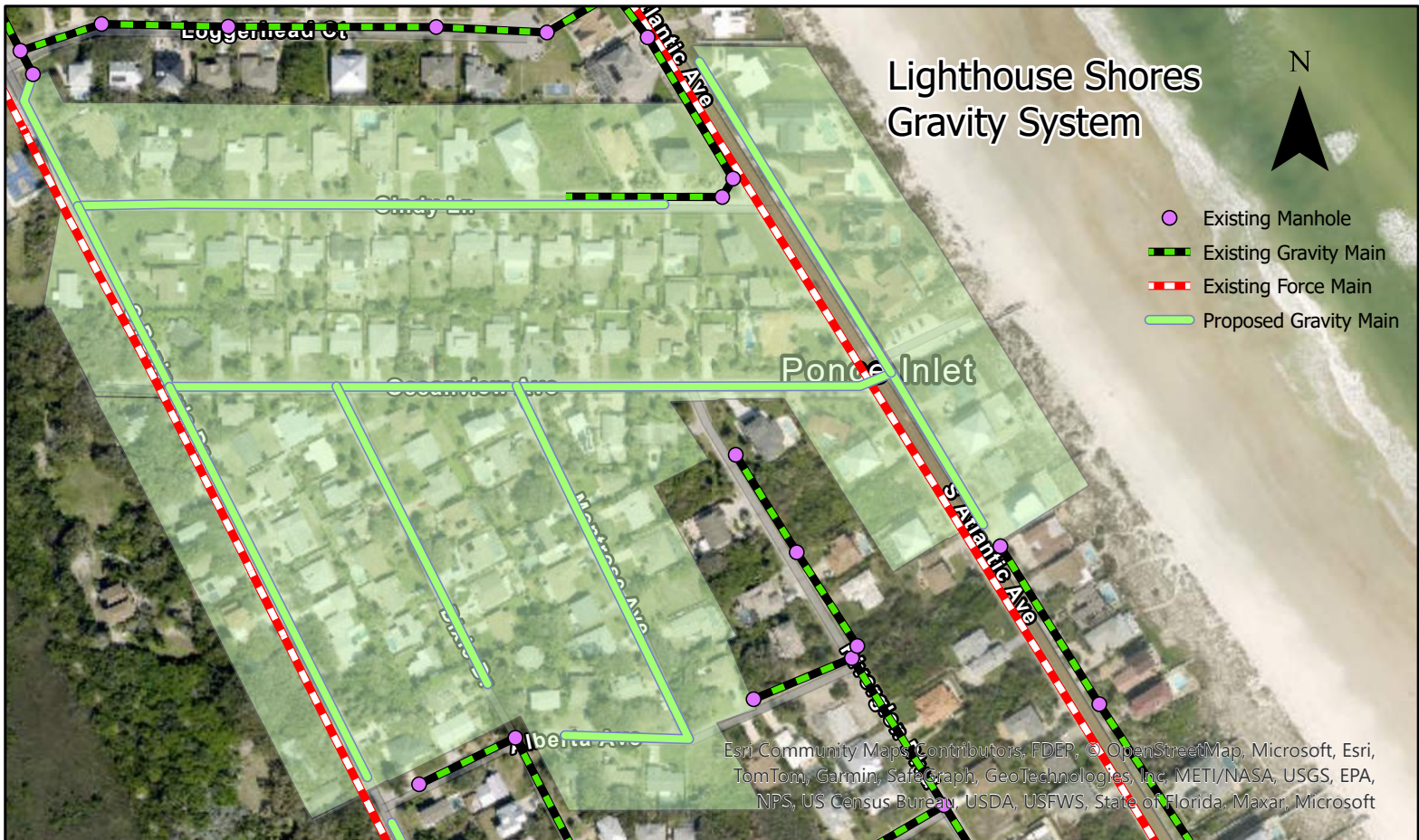
3	Jack and Bore (20" Casing with 8" Carrier)	85	LF	\$	942.00	\$	80,070.00
4	Drop Connection	6	EA	\$	1,275.00	\$	7,650.00
5	Sewer Service Connections						
	a) 4"	120	EA	\$	1,500.00	\$	180,000.00
6	Ductile Iron Fittings - Add or Delete	0.25	TN	\$	9,839.00	\$	2,459.75
7	Video Sewer						
	a) 8" Gravity sewer	6,390	LF	\$	4.00	\$	25,560.00
	b) 4" Service	120	EA	\$	162.00	\$	19,440.00
8	Grout Wellpoint Holes/Utilize Sock	1	LS	\$	15,591.60	\$	15,591.60
9	Coring Existing Structures						
	a) Manholes	1	EA	\$	5,400.00	\$	5,400.00
C	WATER SYSTEM						
1	Replace Existing Water Service	60	EA	\$	1,350.00	\$	81,000.00
2	Install New Water Service	5	EA	\$	1,760.00	\$	8,800.00
3	Remove/Relocate Fire Hydrant Assembly	1	EA	\$	6,950.00	\$	6,950.00
D	DRAINAGE						
1	Storm Pipe						
	a) 15" CMP	40	LF	\$	115.00	\$	4,600.00
	b) 15" RCP	60	LF	\$	115.00	\$	6,900.00
	c) 18" CMP	45	LF	\$	150.00	\$	6,750.00
	e) 36" RCP	45	LF	\$	250.00	\$	11,250.00
E	PAVEMENT AND RESTORATION						
1	Retaining Wall	25	LF	\$	115.00	\$	2,875.00
2	Subgrade	200	CY	\$	275.00	\$	55,000.00
3	Road Base	2,100	CY	\$	68.00	\$	142,800.00
4	Asphaltic Concrete with Tack Coat	520	CY	\$	26.00	\$	13,520.00
5	Concrete Driveway (6" Thick Fiber Reinforced)	300	SY	\$	100.00	\$	30,000.00
6	Concrete Sidewalk (4" Thick Fiber Reinforced)	260	SY	\$	88.00	\$	22,880.00
7	Brick Driveway, Remove and Replace	580	SY	\$	104.00	\$	60,320.00
8	Unsuitable Material Excavation	230	CY	\$	60.00	\$	13,800.00
9	Rock Excavation	10	CY	\$	130.00	\$	1,300.00
10	As-Builts	1	LS	\$	37,062.00	\$	37,062.00
11	Compliance with Florida "Trench Safety Act"	1	LS	\$	61,344.00	\$	61,344.00
12	Permit Fees and Allowances	1	LS	\$	15,000.00	\$	15,000.00
<b>Subtotal</b>						\$	1,911,691.85
18% Contingency						\$	344,104.53
Technical Services During Construction						\$	191,169.19
<b>TOTAL</b>						\$	<b>2,446,966</b>



Annual O&M	\$ 48,939.31
Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 3,175,000.00



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## Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-3  
Lighthouse Shores  
Alternatives



### 4.3.3 Alternative 3 – Low Pressure

This alternative provides a low pressure system for the entire project area. Every residence would require the use of a grinder station that would tie into a low pressure forcemain leading to an existing manhole, see **Figure 4-3**. Per the *Design and Specification Guidelines for Low Pressure Sewer Systems Part 9*, prepared by FDEP, it is likely that FDEP would require a maintenance entity be formed for maintaining the system. The City could take responsibility for the grinder stations but this would deviate from the current system the City has in place where the homeowners are individually responsible. Requiring the homeowners to maintain grinder pump station would also likely affect the number of connections. **Table 4-5** presents the material quantities and costs associated with this alternative.

TABLE 4-5: LIGHTHOUSE SHORES ALTERNATIVE 3 - LOW PRESSURE ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 128,700.00	\$ 128,700.00
2	Pre-Construction Video	1	LS	\$ 3,960.00	\$ 3,960.00
3	Survey Layout	1	LS	\$ 19,800.00	\$ 19,800.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 13,530.00	\$ 13,530.00
5	Maintenance of Traffic	1	LS	\$ 58,410.00	\$ 58,410.00
6	Hand Locate and Expose Utilities	1	LS	\$ 16,500.00	\$ 16,500.00
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Grinder Station	120	EA	\$ 14,310.00	\$ 1,717,200.00
2	Directional Drill Force Main				
	a) DR9 HDPE	7,500	LF	\$ 75.00	\$ 562,500.00
3	Ductile Iron Fittings - Add or Delete	2	TN	\$ 9,839.00	\$ 19,678.00
4	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 16,104.00	\$ 16,104.00
5	Coring Existing Structures				
	a) Manholes	6	EA	\$ 5,400.00	\$ 32,400.00
<b>C</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Open Cut/Repair Asphalt	250	SY	\$ 217.00	\$ 54,250.00
2	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
3	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
4	As-Builts	1	LS	\$ 38,280.00	\$ 38,280.00
5	Compliance with Florida "Trench Safety Act"	1	LS	\$ 63,360.00	\$ 63,360.00
6	Permit Fees and Allowances	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$ 2,811,478.00</b>
18% Contingency					\$ 506,066.04
Technical Services During Construction					\$ 281,147.80
<b>TOTAL</b>					<b>\$ 3,598,692</b>



Annual O&M	\$ 71,973.84
Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 4,669,000.00

#### 4.3.4 Cost to Construct Alternatives

The cost details for the proposed alternatives are presented on **Table 4-4** and **Table 4-5**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Gravity Sewer

<b>SUBTOTAL</b>	\$ 1,911,691.85
<b>18% CONTINGENCY</b>	\$ 344,104.53
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 191,169.19
<b>TOTAL</b>	<b>\$ 2,446,966</b>
<b>ANNUAL O&amp;M</b>	\$ 48,939.31
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 3,175,000.00

- Alternative 3: Low Pressure

<b>SUBTOTAL</b>	\$ 2,811,478.00
<b>18% CONTINGENCY</b>	\$ 506,066.04
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 281,147.80
<b>TOTAL</b>	<b>\$ 3,598,692</b>
<b>ANNUAL O&amp;M</b>	\$ 71,973.84
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 4,669,000.00

TABLE 4-6: LIGHTHOUSE SHORES EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Gravity Sewer	Alternative 3 Low Pressure
Cost	-	3	1
Compatibility	-	3	2
Operation and Maintenance	-	3	2
Reliability	-	2	2
<b>Total</b>	<b>-</b>	<b>11</b>	<b>7</b>

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Gravity Sewer is the selected alternative.



## 4.4 Oceanside Village

The Oceanside Village project area includes the following streets, S. Peninsula Drive, Calumet Avenue, Buschman Drive, Michael Lane., Inlet Harbor Road, and Kelly Bea Court. A total of approximately 138 homes/parcels could be connected upon construction completion.

### 4.4.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potential risks for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

### 4.4.2 Alternative 2 – Gravity Sewer

This alternative provides a combination of gravity sewer system and a low pressure system for the entire project area. The system would tie into an existing lift station on the corner of S. Peninsula Drive and Mar Azul N. Due to the constraints of the existing gravity system, the entire project area cannot be served by gravity. Nineteen (19) of the properties will need to be served by a grinder pump station to meet the elevation constraints of the existing gravity system. See **Figure 4-4** for proposed configuration.

**Table 4-7** presents the material quantities and costs associated with this alternative.

TABLE 4-7: OCEANSIDE VILLAGE ALTERNATIVE 2 - GRAVITY SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$187,590.00	\$ 187,590.00
2	Pre-Construction Video	1	LS	\$ 5,772.00	\$ 5,772.00
3	Survey Layout	1	LS	\$ 28,860.00	\$ 28,860.00
4	Sewer Construction Cut Sheets	1	LS	\$ 24,531.00	\$ 24,531.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 19,721.00	\$ 19,721.00
6	Maintenance of Traffic	1	LS	\$ 85,137.00	\$ 85,137.00
7	Hand Locate and Expose Utilities	1	LS	\$ 24,050.00	\$ 24,050.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	22	EA	\$ 7,400.00	\$ 162,800.00
	b) 8'-10' Cut	9	EA	\$ 8,600.00	\$ 77,400.00
	c) 10'-12' Cut	5	EA	\$ 10,100.00	\$ 50,500.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	5,180	LF	\$ 70.00	\$ 362,600.00
	b) 8'-10' Cut	780	LF	\$ 82.00	\$ 63,960.00
	c) 10'-12' Cut	60	LF	\$ 96.00	\$ 5,760.00
	d) 12'-14' Cut	200	LF	\$ 127.00	\$ 25,400.00
3	Gravity Sewers (12" SDR 26 PVC)				

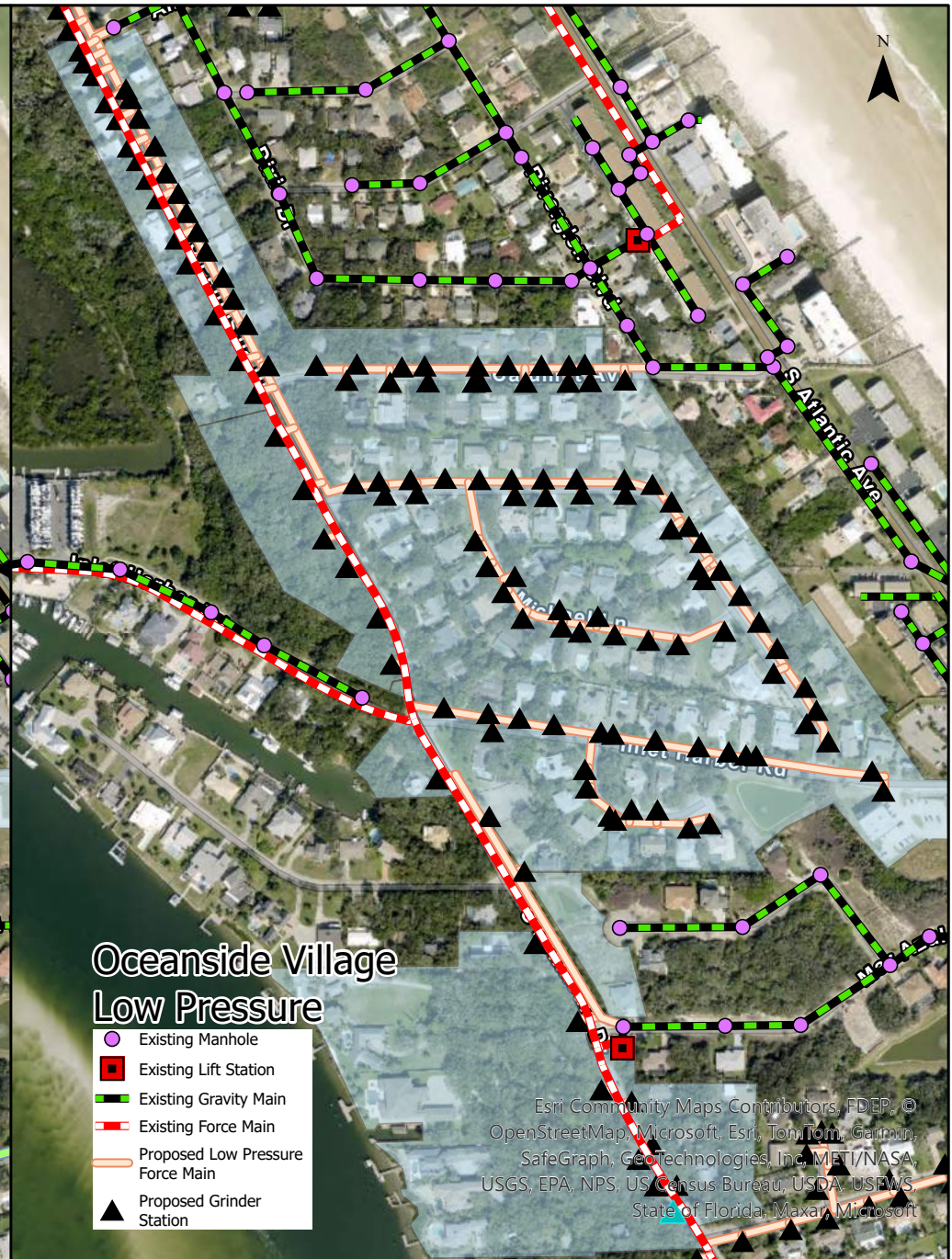
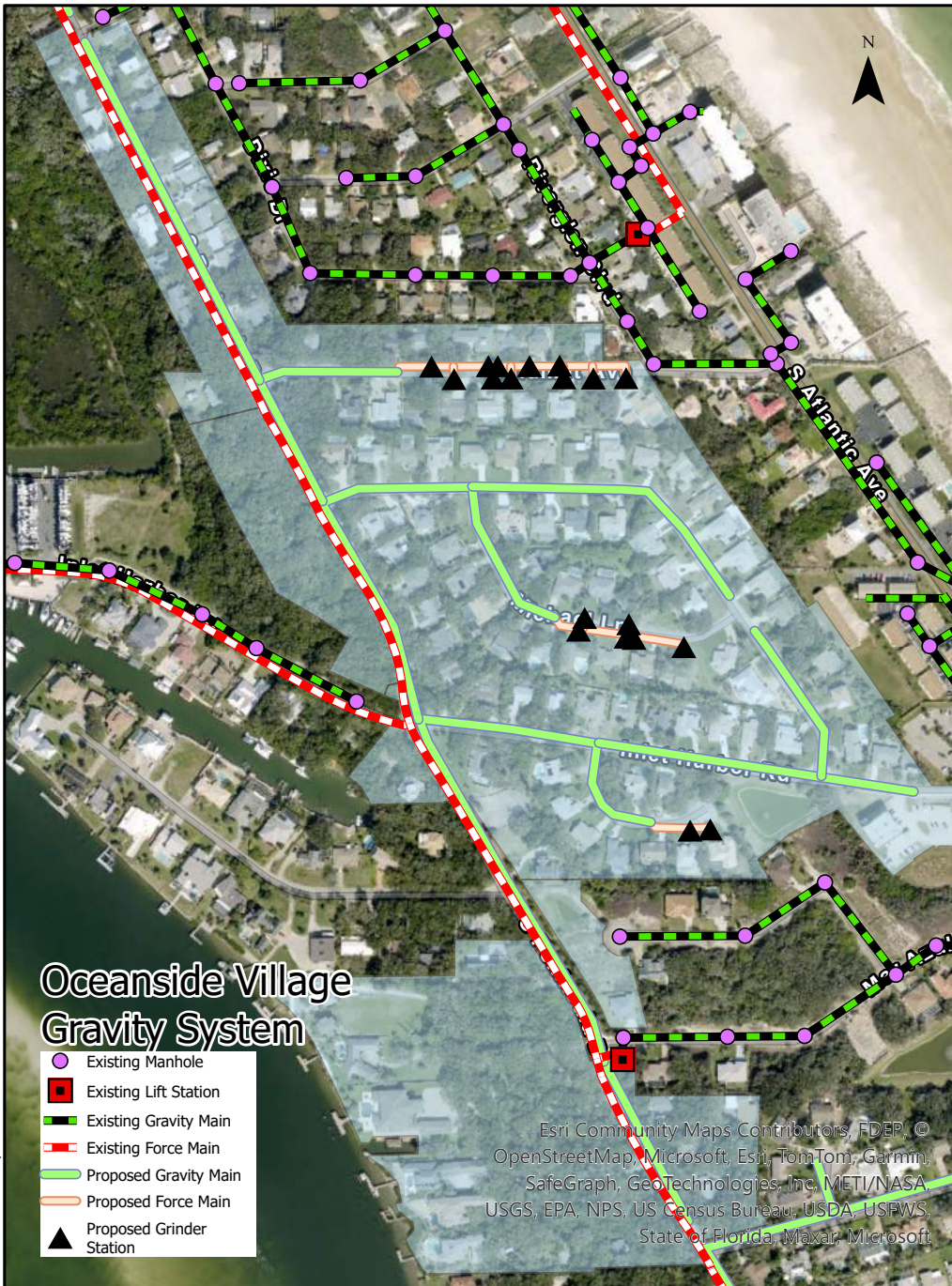


	a) 8'-10' Cut	1,180	LF	\$ 123.00	\$ 145,140.00
	b) 10'-12' Cut	640	LF	\$ 144.00	\$ 92,160.00
4	<b>Conflict Structure</b>	1	LS	\$ 11,500.00	\$ 11,500.00
5	<b>Drop Connection</b>	1	EA	\$ 1,275.00	\$ 1,275.00
6	<b>Sewer Service Connections</b>				
	a) 4"	138	EA	\$ 1,500.00	\$ 207,000.00
7	<b>Directional Drill Force Main</b>	1,580	LF	\$ 75.00	\$ 118,500.00
8	<b>Video Sewer</b>				
	a) 8" Gravity sewer	6,220	LF	\$ 4.00	\$ 24,880.00
	b) 12" Gravity sewer	1,820	LF	\$ 6.50	\$ 11,830.00
	c) 4" Service	138	EA	\$ 162.00	\$ 22,356.00
9	<b>Grout Wellpoint Holes/Utilize Sock</b>	1	LS	\$ 23,472.80	\$ 23,472.80
10	<b>Coring Existing Structures</b>				
	a) Wetwell	1	EA	\$ 5,400.00	\$ 5,400.00
<b>C</b>	<b>WATER SYSTEM</b>				
1	<b>Replace Existing Water Service</b>	55	EA	\$ 1,350.00	\$ 74,250.00
2	<b>Install New Water Service</b>	20	EA	\$ 1,760.00	\$ 35,200.00
<b>D</b>	<b>DRAINAGE</b>				
1	<b>Storm Pipe</b>				
	b) 15" RCP	60	LF	\$ 115.00	\$ 6,900.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	<b>Miami Curb</b>	7,200	LF	\$ 52.00	\$ 374,400.00
2	<b>Subgrade</b>	175	CY	\$ 275.00	\$ 48,125.00
3	<b>Road Base</b>	3,500	CY	\$ 68.00	\$ 238,000.00
4	<b>Asphaltic Concrete with Tack Coat</b>	870	CY	\$ 26.00	\$ 22,620.00
5	<b>6" Crushed Concrete or Shell Roadway</b>	40	SY	\$ 30.00	\$ 1,200.00
6	<b>Concrete Driveway (6" Thick Fiber Reinforced)</b>	150	SY	\$ 100.00	\$ 15,000.00
7	<b>Concrete Sidewalk (4" Thick Fiber Reinforced)</b>	400	SY	\$ 88.00	\$ 35,200.00
8	<b>Brick Driveway, Remove and Replace</b>	40	SY	\$ 104.00	\$ 4,160.00
9	<b>Unsuitable Material Excavation</b>	250	CY	\$ 60.00	\$ 15,000.00
10	<b>Rock Excavation</b>	10	CY	\$ 130.00	\$ 1,300.00
11	<b>As-Builts</b>	1	LS	\$ 55,796.00	\$ 55,796.00
12	<b>Compliance with Florida "Trench Safety Act"</b>	1	LS	\$ 92,352.00	\$ 92,352.00
13	<b>Permit Fees and Allowances</b>	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal</b>					\$ 2,808,097.80
18% Contingency					\$ 505,457.60
Technical Services During Construction					\$ 280,809.78
<b>TOTAL</b>					<b>\$ 3,594,365</b>



Annual O&M	\$ 71,887.30
Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 4,664,000.00





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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-4  
Oceanside Village  
Alternatives



#### 4.4.3 Alternative 3 – Low Pressure

This alternative provides a low pressure system for the entire project area. Every residence would require the use of a grinder station that would either tie into a low pressure forcemain leading to an existing manhole or tie into an existing forcemain, see **Figure 4-4**. Per the *Design and Specification Guidelines for Low Pressure Sewer Systems Part 9*, prepared by FDEP, it is likely that FDEP would require a maintenance entity be formed for maintaining the system. The City could take responsibility for the grinder stations but this would deviate from the current system the City has in place where the homeowners are individually responsible. Require the homeowners to maintain grinder pump station would also likely affect the number of connections. **Table 4-8** presents the material quantities and costs associated with this alternative.

TABLE 4-8: OCEANSIDE VILLAGE ALTERNATIVE 3 - LOW PRESSURE ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 205,042.50	\$ 205,042.50
2	Pre-Construction Video	1	LS	\$ 6,309.00	\$ 6,309.00
3	Survey Layout	1	LS	\$ 31,545.00	\$ 31,545.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 21,555.75	\$ 21,555.75
5	Maintenance of Traffic	1	LS	\$ 93,057.75	\$ 93,057.75
6	Hand Locate and Expose Utilities	1	LS	\$ 26,287.50	\$ 26,287.50
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Grinder Station	138	EA	\$ 14,310.00	\$ 1,974,780.00
2	Directional Drill Force Main				
	a) DR9 HDPE	10,515	LF	\$ 75.00	\$ 788,625.00
3	Ductile Iron Fittings - Add or Delete	2.00	TN	\$ 9,839.00	\$ 19,678.00
4	Tie Into Existing Forcemain	12	EA	\$ 1,100.00	\$ 13,200.00
5	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 25,656.60	\$ 25,656.60
6	Coring Existing Structures				
	a) Manholes	3	EA	\$ 5,400.00	\$ 16,200.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Open Cut/Repair Asphalt	200	SY	\$ 217.00	\$ 43,400.00
2	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
3	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
4	As-Builts	1	LS	\$ 60,987.00	\$ 60,987.00
5	Compliance with Florida "Trench Safety Act"	1	LS	\$ 100,944.00	\$ 100,944.00
6	Permit Fees and Allowances	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$ 3,445,168.10</b>



18% Contingency	\$ 620,130.26
Technical Services During Construction	\$ 344,516.81
<b>TOTAL</b>	<b>\$ 4,409,815</b>
Annual O&M	\$ 88,196.30
Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 5,722,000.00

#### 4.4.4 Cost to Construct Alternatives

The cost details for the proposed alternatives are presented on **Table 4-7** and **Table 4-8**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Gravity Sewer

<b>SUBTOTAL</b>	\$ 2,808,097.80
<b>18% CONTINGENCY</b>	\$ 505,457.60
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 280,809.78
<b>TOTAL</b>	<b>\$ 3,594,365</b>
<b>ANNUAL O&amp;M</b>	\$ 71,887.30
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 4,664,000.00

- Alternative 3: Low Pressure

<b>SUBTOTAL</b>	\$ 3,445,168.10
<b>18% CONTINGENCY</b>	\$ 620,130.26
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 344,516.81
<b>TOTAL</b>	<b>\$ 4,409,815</b>
<b>ANNUAL O&amp;M</b>	\$ 88,196.30
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 5,722,000.00



TABLE 4-9: OCEANSIDE VILLAGE EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Gravity Sewer	Alternative 3 Low Pressure
Cost	-	3	1
Compatibility	-	2	2
Operation and Maintenance	-	3	2
Reliability	-	2	2
Total	-	10	7

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Gravity Sewer is the selected alternative.

## 4.5 Jennifer Circle & Bay Harbor Drive

The Jennifer Circle & Bay Harbor Drive project area includes the following streets, Bay Harbour Drive, Beacon Court, Jennifer Circle, and S. Peninsula Drive. A total of approximately 80 homes/parcels could be connected upon construction completion.

### 4.5.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potential risks for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

### 4.5.2 Alternative 2 – Gravity Sewer

This alternative provides a gravity sewer system for the entire project area. The system would tie into an existing lift station and utilize existing infrastructure for transportation to the plant for treatment. See **Figure 4-5** for proposed configuration. **Table 4-10** presents the material quantities and costs associated with this alternative.

TABLE 4-10: JENNIFER CIRCLE &amp; BAY HARBOR DRIVE ALTERNATIVE 2 - GRAVITY SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 67,470.00	\$ 67,470.00
2	Pre-Construction Video	1	LS	\$ 2,076.00	\$ 2,076.00
3	Survey Layout	1	LS	\$ 10,380.00	\$ 10,380.00
4	Sewer Construction Cut Sheets	1	LS	\$ 8,823.00	\$ 8,823.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 7,093.00	\$ 7,093.00
6	Maintenance of Traffic	1	LS	\$ 30,621.00	\$ 30,621.00
7	Hand Locate and Expose Utilities	1	LS	\$ 8,650.00	\$ 8,650.00



8	Remove and Relocate Existing Electrical	1	LS	\$ 17,500.00	\$ 17,500.00
9	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	7	EA	\$ 7,400.00	\$ 51,800.00
	b) 8'-10' Cut	3	EA	\$ 8,600.00	\$ 25,800.00
	c) 10'-12' Cut	4	EA	\$ 10,100.00	\$ 40,400.00
	d) 12'-14' Cut	3	EA	\$ 12,350.00	\$ 37,050.00
	e) 14'-16' Cut	2	EA	\$ 14,620.00	\$ 29,240.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,030	LF	\$ 70.00	\$ 72,100.00
	b) 8'-10' Cut	1,150	LF	\$ 82.00	\$ 94,300.00
	c) 10'-12' Cut	1,170	LF	\$ 96.00	\$ 112,320.00
	d) 12'-14' Cut	110	LF	\$ 127.00	\$ 13,970.00
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 12'-14' Cut	570	LF	\$ 191.00	\$ 108,870.00
	b) 14'-16' Cut	430	LF	\$ 242.00	\$ 104,060.00
4	Drop Connection	3	EA	\$ 1,275.00	\$ 3,825.00
5	Sewer Service Connections				
	a) 4"	80	EA	\$ 1,500.00	\$ 120,000.00
6	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
7	Video Sewer				
	a) 8" Gravity sewer	3,460	LF	\$ 4.00	\$ 13,840.00
	b) 4" Service	80	EA	\$ 162.00	\$ 12,960.00
8	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 8,442.40	\$ 8,442.40
9	Coring Existing Structures				
	a) Wetwells	1	EA	\$ 5,400.00	\$ 5,400.00
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	40	EA	\$ 1,000.00	\$ 40,000.00
2	Install New Water Service	2	EA	\$ 1,760.00	\$ 3,520.00
<b>D</b>	<b>DRAINAGE</b>				
1	Storm Pipe				
	a) 18" RCP	55	LF	\$ 150.00	\$ 8,250.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Miami Curb	6,225	LF	\$ 52.00	\$ 323,700.00
2	Subgrade	200	CY	\$ 275.00	\$ 55,000.00
3	Road Base	2,000	CY	\$ 68.00	\$ 136,000.00



4	Asphaltic Concrete with Tack Coat	460	CY	\$	26.00	\$	11,960.00
5	Concrete Driveway (6" Thick Fiber Reinforced)	70	SY	\$	100.00	\$	7,000.00
6	Concrete Sidewalk (4" Thick Fiber Reinforced)	140	SY	\$	88.00	\$	12,320.00
7	Brick Driveway, Remove and Replace	70	SY	\$	104.00	\$	7,280.00
8	Unsuitable Material Excavation	10	CY	\$	60.00	\$	600.00
9	Rock Excavation	10	CY	\$	130.00	\$	1,300.00
10	As-Builts	1	LS	\$	20,068.00	\$	20,068.00
11	Compliance with Florida "Trench Safety Act"	1	LS	\$	33,216.00	\$	33,216.00
12	Permit Fees and Allowances	1	LS	\$	15,000.00	\$	15,000.00
<b>Subtotal</b>							\$ 1,685,664.15
18% Contingency							\$ 303,419.55
Technical Services During Construction							\$ 168,566.42
<b>TOTAL</b>							<b>\$ 2,157,650</b>
Annual O&M							\$ 43,153.00
Planning Period							20
Estimated Inflation							3%
Present Worth							\$ 2,800,000.00



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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-5  
Jennifer Circle & Bay  
Harbor  
Alternatives



### 4.5.3 Alternative 3 – Low Pressure

This alternative provides a low pressure system for the entire project area. Every residence would require the use of a grinder station that would either tie into a low pressure forcemain leading to an existing manhole or tie into an existing forcemain, see **Figure 4-5**. Per the *Design and Specification Guidelines for Low Pressure Sewer Systems Part 9*, prepared by FDEP, it is likely that FDEP would require a maintenance entity be formed for maintaining the system. The City could take responsibility for the grinder stations but this would deviate from the current system the City has in place where the homeowners are individually responsible. Require the homeowners to maintain grinder pump station would also likely affect the number of connections. **Table 4-11** presents the material quantities and costs associated with this alternative.

TABLE 4-11: JENNIFER CIRCLE & BAY HARBOR ALTERNATIVE 3 - LOW PRESSURE SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 91,767.00	\$ 91,767.00
2	Pre-Construction Video	1	LS	\$ 2,823.60	\$ 2,823.60
3	Survey Layout	1	LS	\$ 14,118.00	\$ 14,118.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 9,647.30	\$ 9,647.30
5	Maintenance of Traffic	1	LS	\$ 41,648.10	\$ 41,648.10
6	Hand Locate and Expose Utilities	1	LS	\$ 11,765.00	\$ 11,765.00
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Grinder Station	80	EA	\$ 14,310.00	\$ 1,144,800.00
2	Directional Drill Force Main				
	a) DR9 HDPE	4,706	LF	\$ 75.00	\$ 352,950.00
3	Ductile Iron Fittings - Add or Delete	2.00	TN	\$ 9,839.00	\$ 19,678.00
4	Tie Into Existing Forcemain	15	EA	\$ 1,100.00	\$ 16,500.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
2	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
3	As-Builts	1	LS	\$ 27,294.80	\$ 27,294.80
4	Compliance with Florida "Trench Safety Act"	1	LS	\$ 45,177.60	\$ 45,177.60
5	Permit Fees and Allowances	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$ 1,796,069.40</b>
18% Contingency					\$ 323,292.49
Technical Services During Construction					\$ 179,606.94
<b>TOTAL</b>					<b>\$ 2,298,969</b>
Annual O&M					\$ 45,979.38



Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 2,983,000.00

#### 4.5.4 Cost to Construct Alternatives

The cost details for the proposed alternatives are presented on **Table 4-10** and **Table 4-11**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Gravity Sewer

<b>SUBTOTAL</b>	\$ 1,685,664.15
<b>18% CONTINGENCY</b>	\$ 303,419.55
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 168,566.42
<b>TOTAL</b>	<b>\$ 2,157,650</b>
<b>ANNUAL O&amp;M</b>	\$ 43,153.00
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 2,800,000.00

- Alternative 3: Low Pressure

<b>SUBTOTAL</b>	\$ 1,796,069.40
<b>18% CONTINGENCY</b>	\$ 323,292.49
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 179,606.94
<b>TOTAL</b>	<b>\$ 2,298,969</b>
<b>ANNUAL O&amp;M</b>	\$ 45,979.38
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 2,983,000.00

TABLE 4-12: JENNIFER CIRCLE/BAY HARBOR EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Gravity Sewer	Alternative 3 Low Pressure
Cost	-	3	1
Compatibility	-	3	2
Operation and Maintenance	-	3	2
Reliability	-	2	2
Total	-	11	7

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Gravity Sewer is the selected alternative.



## 4.6 Lighthouse Preservation

The Lighthouse Preservation project area includes the following streets, Sailfish Drive and S. Peninsula Drive. A total of approximately 14 homes/parcels could be connected upon construction completion.

### 4.6.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potentials risk for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

### 4.6.2 Alternative 2 – Gravity Sewer

This alternative provides a gravity sewer system for the entire project area. The system would tie into an existing lift station on the corner of Sailfish Drive and S. Peninsula Drive. See **Figure 4-6** for proposed configuration. **Table 4-13** presents the material quantities and costs associated with this alternative.

TABLE 4-13: LIGHTHOUSE PRESERVATION ALTERNATIVE 2 - GRAVITY SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 35,880.00	\$ 35,880.00
2	Pre-Construction Video	1	LS	\$ 1,104.00	\$ 1,104.00
3	Survey Layout	1	LS	\$ 5,520.00	\$ 5,520.00
4	Sewer Construction Cut Sheets	1	LS	\$ 4,692.00	\$ 4,692.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 3,772.00	\$ 3,772.00
6	Maintenance of Traffic	1	LS	\$ 16,284.00	\$ 16,284.00
7	Hand Locate and Expose Utilities	1	LS	\$ 4,600.00	\$ 4,600.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	8	EA	\$ 7,400.00	\$ 59,200.00
	b) 8'-10' Cut	1	EA	\$ 8,600.00	\$ 8,600.00
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,500	LF	\$ 70.00	\$ 105,000.00
3	Sewer Service Connections				
	a) 4"	14	EA	\$ 1,500.00	\$ 21,000.00
4	Open Cut Force Main	340	LF	\$ 42.00	\$ 14,280.00
5	Force Main Tie-in	1	EA	\$ 6,500.00	\$ 6,500.00
6	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
7	Video Sewer				
	a) 8" Gravity sewer	1,500	LF	\$ 4.00	\$ 6,000.00
	b) 4" Service	14	EA	\$ 162.00	\$ 2,268.00
8	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 4,489.60	\$ 4,489.60



9	Coring Existing Structures				
	a) Manholes	1	EA	\$ 5,400.00	\$ 5,400.00
	<b>LIFT STATION</b>				
1	Complete Lift Station	1	LS	\$ 318,000.00	\$ 318,000.00
2	Construct Lift Station Retaining Wall	1	LS	\$ 17,750.00	\$ 17,750.00
3	Electrical/Instrumentation	1	LS	\$ 136,000.00	\$ 136,000.00
4	Demo Existing Lift Station	1	LS	\$ 11,900.00	\$ 11,900.00
C	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	6	EA	\$ 1,350.00	\$ 8,100.00
2	Install New Water Service	1	EA	\$ 1,760.00	\$ 1,760.00
3	Remove/Relocate Fire Hydrant Assembly	1	EA	\$ 6,950.00	\$ 1,760.00
D	<b>PAVEMENT AND RESTORATION</b>				
1	Miami Curb	180	LF	\$ 52.00	\$ 9,360.00
2	Subgrade	40	CY	\$ 275.00	\$ 11,000.00
3	Road Base	700	CY	\$ 68.00	\$ 47,600.00
4	Asphaltic Concrete with Tack Coat	175	CY	\$ 26.00	\$ 4,550.00
5	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
6	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
7	As-Builts	1	LS	\$ 10,672.00	\$ 10,672.00
8	Compliance with Florida "Trench Safety Act"	1	LS	\$ 17,664.00	\$ 17,664.00
9	Permit Fees and Allowances	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal</b>					\$ 906,065.35
18% Contingency					\$ 163,091.76
Technical Services During Construction					\$ 90,606.54
<b>TOTAL</b>					<b>\$ 1,159,764</b>
Annual O&M					\$ 23,195.27
Planning Period					20
Estimated Inflation					3%
Present Worth					\$ 1,505,000.00



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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-6  
Lighthouse Preservation  
Alternatives



#### 4.6.3 Alternative 3 – Low Pressure

This alternative provides a low pressure system for the entire project area. Every residence would require the use of a grinder station that would tie into a low pressure forcemain leading to an existing manhole, see **Figure 4-6**. Per the *Design and Specification Guidelines for Low Pressure Sewer Systems Part 9*, prepared by FDEP, it is likely that FDEP would require a maintenance entity be formed for maintaining the system. The City could take responsibility for the grinder stations but this would deviate from the current system the City has in place where the homeowners are individually responsible. Require the homeowners to maintain grinder pump station would also likely affect the number of connections. **Table 4-14** presents the material quantities and costs associated with this alternative.

TABLE 4-14: LIGHTHOUSE PRESERVATION ALTERNATIVE 3 - LOW PRESSURE SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 31,629.00	\$ 31,629.00
2	Pre-Construction Video	1	LS	\$ 973.20	\$ 973.20
3	Survey Layout	1	LS	\$ 4,866.00	\$ 4,866.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 3,325.10	\$ 3,325.10
5	Maintenance of Traffic	1	LS	\$ 14,354.70	\$ 14,354.70
6	Hand Locate and Expose Utilities	1	LS	\$ 4,055.00	\$ 4,055.00
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Grinder Station	14	EA	\$ 14,310.00	\$ 200,340.00
2	Directional Drill Force Main				
	a) DR9 HDPE	1,622	LF	\$ 75.00	\$ 121,650.00
3	Ductile Iron Fittings - Add or Delete	1.00	TN	\$ 9,839.00	\$ 9,839.00
4	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 3,957.68	\$ 3,957.68
5	Coring Existing Structures				
	a) Manholes	2	EA	\$ 5,400.00	\$ 10,800.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Open Cut/Repair Asphalt	150	SY	\$ 217.00	\$ 32,550.00
2	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
3	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
4	As-Builts	1	LS	\$ 9,407.60	\$ 9,407.60
5	Compliance with Florida "Trench Safety Act"	1	LS	\$ 15,571.20	\$ 15,571.20
6	Permit Fees and Allowances	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$ 481,218.48</b>
18% Contingency					\$ 86,619.33
Technical Services During Construction					\$ 48,121.85
<b>TOTAL</b>					<b>\$ 615,960</b>



Annual O&M	\$ 12,319.19
Planning Period	20
Estimated Inflation	3%
Present Worth	\$ 799,000.00

#### 4.6.4 Cost to Construct Alternatives

The cost details for the proposed alternatives are presented on **Table 4-13** and **Table 4-14**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Gravity Sewer

<b>SUBTOTAL</b>	\$ 906,065.35
<b>18% CONTINGENCY</b>	\$ 163,091.76
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 90,606.54
<b>TOTAL</b>	<b>\$ 1,159,764</b>
<b>ANNUAL O&amp;M</b>	\$ 23,195.27
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 1,505,000.00

- Alternative 3: Low Pressure

<b>SUBTOTAL</b>	\$ 481,218.48
<b>18% CONTINGENCY</b>	\$ 86,619.33
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 48,121.85
<b>TOTAL</b>	<b>\$ 615,960</b>
<b>ANNUAL O&amp;M</b>	\$ 12,319.19
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 799,000.00

TABLE 4-15: LIGHTHOUSE PRESERVATION EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Gravity Sewer	Alternative 3 Low Pressure
Cost	-	1	3
Compatibility	-	3	2
Operation and Maintenance	-	3	2
Reliability	-	3	2
Total	-	10	9

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Gravity Sewer is the selected alternative.



## 4.7 West Beach Street

The West Beach Street project area includes the following streets, Sailfish Drive and Beach Street. A total of approximately 35 homes/parcels could be connected upon construction completion.

### 4.7.1 Alternative 1 – No Action

The No Action alternative is not considered viable. Future inundation of the existing septic tanks creates potential risks for septic system failure and backups which presents a threat to public health. Addressing these challenges is imperative to the Town of Ponce Inlet.

### 4.7.2 Alternative 2 – Gravity Sewer

This alternative provides a gravity sewer system for the entire project area. The system would tie into an existing lift station for transportation to the plant for treatment. See **Figure 4-7** for proposed configuration. **Table 4-16** presents the material quantities and costs associated with this alternative.

TABLE 4-16: WEST BEACH STREET. ALTERNATIVE 2 - GRAVITY SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
<b>1</b>	<b>Mobilization/Demobilization</b>	1	LS	\$ 45,630.00	\$ 45,630.00
<b>2</b>	<b>Pre-Construction Video</b>	1	LS	\$ 1,404.00	\$ 1,404.00
<b>3</b>	<b>Survey Layout</b>	1	LS	\$ 7,020.00	\$ 7,020.00
<b>4</b>	<b>Sewer Construction Cut Sheets</b>	1	LS	\$ 5,967.00	\$ 5,967.00
<b>5</b>	<b>Erosion Control and Pollution Abatement</b>	1	LS	\$ 4,797.00	\$ 4,797.00
<b>6</b>	<b>Maintenance of Traffic</b>	1	LS	\$ 20,709.00	\$ 20,709.00
<b>7</b>	<b>Hand Locate and Expose Utilities</b>	1	LS	\$ 5,850.00	\$ 5,850.00
<b>8</b>	<b>Indemnification</b>	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
<b>1</b>	<b>Manholes (4' diameter per City Stds)</b>				
	a) 0'-8' Cut	6	EA	\$ 7,400.00	\$ 44,400.00
	b) 8'-10' Cut	1	EA	\$ 8,600.00	\$ 8,600.00
	c) 10'-12' Cut	1	EA	\$ 10,100.00	\$ 10,100.00
	d) 12'-14' Cut	1	EA	\$ 12,350.00	\$ 12,350.00
<b>2</b>	<b>Gravity Sewers (8" SDR 26 PVC)</b>				
	a) 0'-8' Cut	1,220	LF	\$ 70.00	\$ 85,400.00
	b) 8'-10' Cut	320	LF	\$ 82.00	\$ 26,240.00
	c) 10'-12' Cut	310	LF	\$ 96.00	\$ 29,760.00
	d) 12'-14' Cut	440	LF	\$ 127.00	\$ 55,880.00
	e) 14'-16' Cut	50	LF	\$ 161.00	\$ 8,050.00
<b>3</b>	<b>Sewer Service Connections</b>				



	a) 4"	35	EA	\$ 1,500.00	\$ 52,500.00
4	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
5	Video Sewer				
	a) 8" Gravity sewer	2,340	LF	\$ 4.00	\$ 9,360.00
	b) 4" Service	35	EA	\$ 162.00	\$ 5,670.00
5	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 5,709.60	\$ 5,709.60
6	Coring Existing Structures				
	a) Manholes	1	EA	\$ 5,400.00	\$ 5,400.00
C	WATER SYSTEM				
1	Replace Existing Water Service	10	EA	\$ 1,000.00	\$ 10,000.00
2	Install New Water Service	10	EA	\$ 1,760.00	\$ 17,600.00
3	Abandon Existing Water Main	1	LS	\$ 3,500.00	\$ 3,500.00
D	DRAINAGE				
1	Storm Pipe				
	a) 15" RCP	55	LF	\$ 115.00	\$ 6,325.00
E	PAVEMENT AND RESTORATION				
1	Subgrade	90	CY	\$ 275.00	\$ 24,750.00
2	Road Base	890	CY	\$ 68.00	\$ 60,520.00
3	Asphaltic Concrete with Tack Coat	175	CY	\$ 26.00	\$ 4,550.00
4	Concrete Driveway (6" Thick Fiber Reinforced)	75	SY	\$ 100.00	\$ 7,500.00
5	Concrete Sidewalk (4" Thick Fiber Reinforced)	95	SY	\$ 88.00	\$ 8,360.00
6	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
7	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
8	As-Builts	1	LS	\$ 13,572.00	\$ 13,572.00
9	Compliance with Florida "Trench Safety Act"	1	LS	\$ 22,464.00	\$ 22,464.00
10	Permit Fees and Allowances	1	LS	\$ 10,000.00	\$ 10,000.00
<b>Subtotal</b>					\$ 645,297.35
18% Contingency					\$ 116,153.52
Technical Services During Construction					\$ 64,529.74
<b>TOTAL</b>					<b>\$ 825,981</b>
Annual O&M					\$ 16,519.61
Planning Period					20
Estimated Inflation					3%
Present Worth					\$1,072,000.00





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# Town of Ponce Inlet Septic to Sewer Facility Plan

Figure 4-7  
West Beach Street  
Alternatives



#### 4.7.3 Alternative 3 – Low Pressure

This alternative provides a low pressure system for the entire project area. Every residence would require the use of a grinder station that would tie into a low pressure forcemain leading to an existing manhole, see **Figure 4-7**. Per the *Design and Specification Guidelines for Low Pressure Sewer Systems Part 9*, prepared by FDEP, it is likely that FDEP would require a maintenance entity be formed for maintaining the system. The City could take responsibility for the grinder stations but this would deviate from the current system the City has in place where the homeowners are individually responsible. Require the homeowners to maintain grinder pump station would also likely affect the number of connections. **Table 4-17** presents the material quantities and costs associated with this alternative.

TABLE 4-17: WEST BEACH STREET ALTERNATIVE 3 - LOW PRESSURE SYSTEM ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 26,286.00	\$ 26,286.00
2	Pre-Construction Video	1	LS	\$ 808.80	\$ 808.80
3	Survey Layout	1	LS	\$ 4,044.00	\$ 4,044.00
4	Erosion Control and Pollution Abatement	1	LS	\$ 2,763.40	\$ 2,763.40
5	Maintenance of Traffic	1	LS	\$ 11,929.80	\$ 11,929.80
6	Hand Locate and Expose Utilities	1	LS	\$ 3,370.00	\$ 3,370.00
7	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Grinder Station	35	EA	\$ 14,310.00	\$ 500,850.00
2	Directional Drill Force Main				
	a) DR9 HDPE	1,348	LF	\$ 75.00	\$ 101,100.00
3	Ductile Iron Fittings - Add or Delete	2.00	TN	\$ 9,839.00	\$ 19,678.00
4	Tie Into Existing Forcemain	17	EA	\$ 1,100.00	\$ 18,700.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
2	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
3	As-Builts	1	LS	\$ 7,818.40	\$ 7,818.40
4	Compliance with Florida "Trench Safety Act"	1	LS	\$ 12,940.80	\$ 12,940.80
5	Permit Fees and Allowances	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					\$ 728,189.20
18% Contingency					\$ 131,074.06
Technical Services During Construction					\$ 72,818.92
<b>TOTAL</b>					<b>\$ 932,082</b>
Annual O&M					\$ 18,641.64
Planning Period					20
Estimated Inflation					3%
Present Worth					\$ 1,209,000.00



#### 4.7.4 Cost to Construct Alternatives

The cost details for the proposed alternatives are presented on **Table 4-16** and **Table 4-17**. The following summary tabulation presents the total project costs.

- Alternative 1: No Action
  - No capital, engineering or operation and maintenance cost to the Town. Costs borne by private owners.

- Alternative 2: Gravity Sewer

<b>SUBTOTAL</b>	\$ 645,297.35
<b>18% CONTINGENCY</b>	\$ 116,153.52
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 64,529.74
<b>TOTAL</b>	<b>\$ 825,981</b>
<b>ANNUAL O&amp;M</b>	\$ 16,519.61
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$1,072,000.00

- Alternative 3: Low Pressure

<b>SUBTOTAL</b>	\$ 728,189.20
<b>18% CONTINGENCY</b>	\$ 131,074.06
<b>TECHNICAL SERVICES DURING CONSTRUCTION</b>	\$ 72,818.92
<b>TOTAL</b>	<b>\$ 932,082</b>
<b>ANNUAL O&amp;M</b>	\$ 18,641.64
<b>PLANNING PERIOD</b>	20
<b>ESTIMATED INFLATION</b>	3%
<b>PRESENT WORTH</b>	\$ 1,209,000.00

TABLE 4-18: WEST BEACH STREET EVALUATION MATRIX

	Alternative 1 No Action	Alternative 2 Gravity Sewer	Alternative 3 Low Pressure
Cost	-	3	1
Compatibility	-	3	2
Operation and Maintenance	-	3	2
Reliability	-	2	2
Total	-	11	7

Based upon the analysis presented above, and the needs of the Town, Alternative 2, Gravity Sewer is the selected alternative.



## 4.8 Selection Summary

**Table 4-19** provides a comparison of the alternatives for each of the project area. The no action alternative was omitted.

TABLE 4-19: ALTERNATIVE COMPARISON SUMMARY

Project Name	Criteria				Total Score	Ranking
	Cost	Compatibility	Operation and Maintenance	Reliability		
<b>A1A Sewer Extension Low Pressure</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>9</b>	<b>1</b>
A1A Sewer Extension Gravity Sewer	1	3	1	3	8	2
<b>Lighthouse Shores Gravity Sewer</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>11</b>	<b>1</b>
Lighthouse Shores Low Pressure	1	2	2	2	7	2
<b>Oceanside Village Gravity Sewer</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>1</b>
Oceanside Village Low Pressure	1	2	2	2	7	2
<b>Jennifer Circle/Bay Harbor Gravity Sewer</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>11</b>	<b>1</b>
Jennifer Circle/Bay Harbor Low Pressure	1	2	2	2	7	2
<b>Lighthouse Preservation Gravity Sewer</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>10</b>	<b>1</b>
Lighthouse Preservation Low Pressure	3	2	2	2	9	2
<b>West Beach Street Gravity Sewer</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>11</b>	<b>1</b>
West Beach Street Low Pressure	1	2	2	2	7	2

**Table 4-20** below describes the selected alternatives and associated estimated costs.



TABLE 4-20: SELECTION SUMMARY

Project Name	Project Description	Estimated Construction Cost	Estimated Technical Services During Construction	Contingency	Total Estimated Cost
A1A Sewer Extension (Low Pressure)	Construction of approximately 1,890 LF of force main, 15 sewer services, and installation of 7 water services.	\$215,315	\$21,532	\$38,757	\$275,604
Lighthouse Shores (Gravity Sewer)	Construction of approximately 6,390 LF of 8" gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.	\$1,911,692	\$191,169	\$344,105	\$2,446,966
Oceanside Village (Gravity Sewer)	Construction of approximately 6,220 LF of 8" gravity sewer, 1,820 LF of 12" gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.	\$2,808,098	\$280,810	\$505,458	\$3,594,365
Jennifer Circle/Bay Harbor (Gravity Sewer)	Construction of approximately 3,400 LF of 8" gravity sewer, 1,000 LF of 12" gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.	\$1,685,664	\$168,566	\$303,420	\$2,157,650
Lighthouse Preservation (Gravity Sewer)	Construction of approximately 1,500 LF of 8" gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.	\$906,065	\$90,607	\$163,092	\$1,159,764
West Beach Street (Gravity Sewer)	Construction of approximately 2,800 LF of 8" gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.	\$645,297	\$64,530	\$116,154	\$825,981
Totals		\$8,172,132	\$817,213	\$1,470,984	<b>\$10,460,329</b>



## 5. Implementation and Compliance

### 5.1 Public Hearing/Dedicated Revenue Hearing

A public hearing was held to present this Facility Plan to the public for review and comment prior to adoption of the Plan by the Town of Ponce Inlet Town Council. The selected alternatives were discussed, and the environmental and cost impacts were presented. This allowed for the public to participate in the evaluation of the alternatives as well as any potential financial impacts to affected parties. **Appendix A** contains a copy of the Notice of Public Hearing and a copy of the Resolution adopted by the Council.

### 5.2 Regulatory Agency Review

#### 5.2.1 Florida Department of Environmental Protection (FDEP)

FDEP is the lead agency dealing with issues of environmental quality with regulatory authority encompassing large and small quantity hazardous waste generators, air pollution emissions, solid waste disposal, potable water usage, dredge and fill permitting, and development in environmentally sensitive areas. FDEP is the State agency with regulatory authority over the use of submerged lands and waters. FDEP is also charged with protecting and conserving Florida's natural resources and managing State owned land and aquatic preserves. The Town of Ponce Inlet is within the Central District of FDEP headquartered in Orange County.

#### 5.2.2 Florida Department of Health (FDOH)

The Florida Department of Health performs water tests for surface water quality and has the authority to issue health notices, advisories, and boil water orders when the potential for contamination exists in public water supply systems. It also issues health warnings and notices for surface water bodies and food sources that may place the public at a health risk.

#### 5.2.3 Water Management Districts

The St. John's River Water Management District (SJRWMD) is one of five water management districts in Florida created by the Water Resources Act of 1972. SJRWMD is responsible for managing groundwater and surface water supplies in part or all of 18 counties in northeast and east-central Florida. The district covers 12,283 square miles, about 7.8 million acres. The main water body in the district is the northerly flowing St. Johns River, the longest river entirely in Florida. SJRWMD provides a variety of regulatory programs including programs regulating the consumptive use of water, construction of wells, licensing water well contractors, surface water management facilities, stormwater management systems, and artificial recharge of ground water.

#### 5.2.4 United States Environmental Protection Agency

The United States (US) Environmental Protection Agency (EPA) reviews the actions of other governmental agencies and retains the authority to veto permits under the provisions of Section 404 of the Clean Water Act. It also manages the collection of water supply quality information under the Information Collection Rule. Many EPA responsibilities have been delegated to State agencies for implementation. In addition, EPA administers the National Estuary Program.

#### 5.2.5 Clean Air Act

The Clean Air Act was amended in 1990. The Clean Air Act Amendments, Title I, address regional air



quality for six criteria pollutants: carbon monoxide, lead, nitrogen dioxide, ozone, particulate matter, and sulfur dioxide. If a particular area does not meet national ambient air quality standards, it is established as a non-attainment area.

#### **5.2.6 Federal Water Pollution Control Act**

The Federal Water Pollution Control Act, commonly known as the Clean Water Act, was passed by Congress in 1972 to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing point and nonpoint pollution sources, providing assistance to publicly owned treatment works for the improvement of wastewater treatment, and maintaining the integrity of wetlands.

#### **5.2.7 Florida Safe Drinking Water Act**

The Florida Legislature enacted the Florida Safe Drinking Water Act, 403.850-403.864, Florida Statute in 1977. The statute directs FDEP to formulate and enforce rules pertaining to drinking water. The rules, Chapters 62-550, 62-555, and 62-560, Florida Administrative Code (F.A.C.), establish the primary and secondary drinking water standards of the Federal Government and establish additional rules to fulfill State requirements.

#### **5.2.8 United State Army Corps of Engineers**

The mission of the US Army Corps of Engineers is to provide vital public engineering services in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters. The Jacksonville District of the Corps was established in 1884 and encompasses Florida, Puerto Rico, and the US Virgin Islands. The Corps also has a Civil Works environmental mission that ensures all Corps projects, facilities and associated lands meet environmental standards. The program has four functions: compliance, restoration, prevention, and conservation.

#### **5.2.9 Florida Department of Transportation**

The Florida Department of Transportation (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities. The DeLand Office of the FDOT issues access, drainage, building moving, highway landscaping, road closure, rest area, utility, banner, and general use permits for projects taking place in Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia.

### **5.3 Financial Planning/Capital Financing Plan**

The Florida Department of Environmental Protection's (FDEP) SRF is expected to be the financing source for the project. A capital financing plan (CFP) has been prepared to explain to the public and FDEP what the financial impact on the users of the system will be. The CFP can be found in **Appendix B**.

## **5.4 Implementation**

#### **5.4.1 Interlocal Agreement**

As previously discussed, the City of Port Orange will own and maintain the sewage infrastructure upon project completion. As such, an interlocal agreement is required between the City of Port Orange and Town of Ponce Inlet. Both parties have executed an interlocal agreement. The Town of Ponce Inlet took the interlocal to council for approval on April 18, 2024. The City of Port Orange Council approved the



interlocal agreement via consent agenda at the May 7, 2024 council meeting. A copy of the executed interlocal agreement has been attached in **Appendix C**.

#### **5.4.2 FDEP Permits**

Each project area will require a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form 62-604.300(3)(1)).

### **5.5 Schedule for Implementation**

Under the SRF program, entities who wish to receive funding must receive project and funding approval before construction may take place. This Facility Plan, including the Capital Financing Plan, biddable plans and specifications with all necessary permits to construct the selected plan must be approved by FDEP for the entity to receive SRF funding for the proposed project.

Adoption of the Facility Plan by the Town of Ponce Inlet, Town Council is a necessary step to establish eligibility for the SRF program, however, adoption of the Plan in no way commits the Town of Ponce Inlet to construct the project, furthermore it does not commit the Town to receiving a loan, and it also does not commit the SRF program to provide funding to the Town.

**Table 5-1** is a proposed schedule for the project included within this plan:

*TABLE 5-1: PROJECT SCHEDULE*

TASK	DATE
Certificate of Site Availability	5/8/2024
Planning Documentation	5/8/2024
Bidding	9/1/2024
Engineering	Complete
Permitting	Complete
Notice to Proceed	1/1/2025
Completion of all Contracts	6/1/2026



*APPENDIX A: NOTICE OF PUBLIC HEARING AND RESOLUTION*



**AFFIDAVIT OF PUBLICATION**

Stephanie Gjessing  
Town Of Ponce Inlet  
4300 S Atlantic AVE  
Port Orange FL 32127-6904

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

05/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/20/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$191.84

Order No: 10186349

Customer No: 465024

PO #:

# of Copies:  
1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**NOTICE OF PUBLIC HEARING  
TOWN OF PONCE INLET**

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Ponce Inlet on June 20th, beginning at 2:00 pm or as soon thereafter as possible, at the Town Council Chambers, Town Hall, 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127, to discuss the Facility Plan for the proposed Septic-to-Sewer Phase 1 and 2 projects. It is proposed that this project will be funded by a principal forgiveness loan from the State of Florida through the Florida Department of Environmental Protection's Clean Water State Revolving Fund Loan program.

A copy of the Facility Plan is available to be viewed by the public in the Town Clerk's office located at 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127. Persons are advised that if they decide to appeal any decision made at these meetings/hearings, he/she/they will need a record of the proceedings and for such purpose, he/she/they may 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, per Section 286.0105, Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Ponce Inlet Town Clerk's office, at 386-236-2150, in advance of the meeting.

L#10186349 5/20/24 11

KAITLYN FELTY  
Notary Public  
State of Wisconsin



## **RESOLUTION 2024-10**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; ADOPTING THE FACILITY PLAN AND CAPITAL FINANCING PLAN FOR THE IMPLEMENTATION OF SEPTIC-TO-SEWER PHASE 1 AND 2 PROJECTS; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provides legal authority for loans to local government agencies to finance the construction of wastewater facilities; and

**WHEREAS**, for a local government to participate in the State Revolving Loan Fund program, the Florida Administrative Code requires the local governing body to formally adopt a Facility Plan and Capital Financing Plan outlining the necessary wastewater improvements that would be funded by the loan; and

**WHEREAS**, the Town has prepared a Facility Plan and Capital Financing Plan for its Septic-to-Sewer Phases 1 and 2 project.

**WHEREAS**, the Town has the legal authority to adopt its Facility Plan and Capital Financing Plan, pursuant to the Town Charter, Code of Ordinances, and the Laws of the State of Florida; and

**WHEREAS**, the Town Council of the Town of Ponce Inlet, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan and Capital Financing Plan for the purpose of providing sewer service.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The Town Council formally approves and adopts the Town of Ponce Inlet Facility Plan, attached hereto as Exhibit “A,” and the Capital Financing Plan, which is incorporated into the Facility Plan as Appendix “B.”



**SECTION 3.** The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan and Capital Financing Plan.

**SECTION 4.** The Town Manager is hereby designated as the authorized representative to execute the Facility Plan, which will become the foundation of all activities related to the wastewater facility improvements. The Town Manager is authorized to represent the Town in carrying out the Town’s responsibilities under the Facility Plan and Capital Financing Plan. The Town Manager is authorized to delegate responsibility to appropriate Town Staff to carry out technical, financial, and administrative activities associated with the Facility Plan and Capital Financing Plan.

**SECTION 5.** All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION 6.** If any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this resolution.

**SECTION 7.** This resolution shall take effect immediately upon its adoption.

It was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat#4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 20<sup>th</sup> day of June 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim Cherbano, Town Clerk



*APPENDIX B: CAPITAL FINANCE PLAN*



# CAPITAL FINANCING PLAN

---

Town of Ponce Inlet

(Project Sponsor)

Michael E. Disher, Town Manager

(Authorized Representative and Title)

Ponce Inlet, FL 32127

(City, State, and Zip Code)

---

Sheryl Parsons, Funding Practice Leader

(Capital Financing Plan Contact, Title and Telephone Number)

4401 Eastport Parkway

(Mailing Address)

Port Orange, FL 32127

(City, State, and Zip Code)

---

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are N/A (100% Principal Forgiveness)

(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

## Estimate of Proposed SRF Loan Debt Service

Capital Cost*	<u>\$10,400,000</u>
Loan Service Fee (2% of capital cost)	<u>\$0</u>
Subtotal	<u>\$10,400,000</u>
Capitalized Interest**	<u>\$0</u>
Total Cost to be Amortized	<u>\$0</u>
Interest Rate***	<u>0%</u>
Annual Debt Service	<u>\$0</u>
Annual Debt Service Including Coverage Factor****	<u>\$0</u>

\* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.

\*\* Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.

\*\*\* 20 GO Bond Rate times Affordability Index divided by 200.

\*\*\*\* Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.



List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

<b>#1 2004 CW SRF 40101-P</b> <b>Coverage % 15</b> <b>Insured (Yes/No)</b>	<b>#22015 DW SRF 641400</b> <b>Coverage % 15</b> <b>Insured (Yes/No)</b>	<b>#3</b> <b>Coverage %</b> <b>Insured (Yes/No)</b>
<b>#4</b> <b>Coverage %</b> <b>Insured (Yes/No)</b>	<b>#5</b> <b>Coverage %</b> <b>Insured (Yes/No)</b>	<b>#6</b> <b>Coverage %</b> <b>Insured (Yes/No)</b>

Revised: 03/24/16



**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE  
FOR PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

	<b>FY2022</b>	<b>FY2023</b>
(a) Operating Revenues (Identify)		
Sales and Connection Fees	\$2,507,926	\$2,602,438
Processing Fees	\$41,524	\$44,772
(b) Interest Income	\$529	\$8,216
(c) Other Incomes or Revenues (Identify)		
Miscellaneous Non-Operating Revenue	\$2,396	\$4,540
(d) Total Revenues	<b>\$2,552,375</b>	<b>\$2,659,966</b>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$2,436,114	\$2,683,891
(f) <b>Net Revenues (f = d – e)</b>	<b>\$116,261</b>	<b>(\$23,925)</b>
(g) Debt Service (including coverage) Excluding SRF Loans	\$0	\$0
(h) Debt Service (including coverage) for Outstanding SRF Loans	\$96,101	\$96,101
(i) <b>Net Revenues After Debt Service (i = f – g – h)</b>	<b>\$20,160</b>	<b>(\$120,026)</b>

Source: Audited Financials FY 2022, Audited Financial Statements (Draft) FY 2023,

Notes: 1. The debt service for the 2004 CW SRF is largely covered through means other than Utility Revenues. A flat annual amount of \$25,000 is pledged from Utility Revenues. See attached description from the FY 2023 audited financial statements.



**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE  
FOR PLEDGED REVENUE**

(Begin with the fiscal year preceding first anticipated semiannual loan payment)

		<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a)	Operating Revenues (Identify)					
	Sales and Connection Fees	\$2,901,926	\$2,988,984	\$3,078,653	\$3,171,013	\$3,266,143
	Processing Fees	\$24,393	\$25,125	\$25,878	\$26,655	\$27,455
(b)	Interest Income	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879
(c)	Other Incomes or Revenues (Identify)					
	Mis. Non-Op Revenue	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500
(d)	Total Revenues	<b>\$2,935,319</b>	<b>\$3,023,819</b>	<b>\$3,114,458</b>	<b>\$3,207,817</b>	<b>\$3,303,976</b>
(e)	Operating Expenses <sup>1</sup>	\$2,837,683	\$2,922,813	\$3,010,498	\$3,100,813	\$3,193,837
(f)	<b>Net Revenues</b> <b>(f = d - e)</b>	<b>\$97,636</b>	<b>\$101,005</b>	<b>\$103,960</b>	<b>\$107,004</b>	<b>\$110,139</b>
(g)	Existing Debt Service on Non-SRF Projects (including coverage)	\$0	\$0	\$0	\$0	\$0
(h)	Existing SRF Loan Debt Service (including coverage)	\$96,101	\$96,101	\$96,101	\$71,101	\$71,101
(i)	<b>Total Existing Debt Service</b> <b>(i = g + h)</b>	<b>\$96,101</b>	<b>\$96,101</b>	<b>\$96,101</b>	<b>\$71,101</b>	<b>\$71,101</b>
(j)	Projected Debt Service on Non-SRF Future Projects (including coverage)	\$0	\$0	\$0	\$0	\$0
(k)	Projected SRF Loan Debt Service (including coverage)	\$0	\$0	\$0	\$0	\$0
(l)	<b>Total Debt Service (Existing and Projected)</b> <b>(l = i + j + k)</b>	<b>\$96,101</b>	<b>\$96,101</b>	<b>\$96,101</b>	<b>\$71,101</b>	<b>\$71,101</b>
(m)	<b>Net Revenues After Debt Service (m = f - l)</b>	<b>\$1,535</b>	<b>\$4,904</b>	<b>\$7,859</b>	<b>\$35,903</b>	<b>\$39,038</b>

Source: FY2024 Budget, Resolution 2023-15 (Water Rate Increase), Resolution 2023-17 (Sewer Rate Increase)

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.
2. Resolutions increasing water and sewer rates have already been approved. Rates will increase by 3% annually, at a minimum, for the next 5 years.



# **CERTIFICATION**

I, Kim McColl, certify that I have reviewed the information  
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this

information accurately reflects the financial capability  
of

The Town of Ponce Inlet

Project Sponsor

I further certify that The Town of Ponce Inlet has the financial capability to ensure  
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*APPENDIX C: TOWN OF PONCE INLET AND CITY OF PORT ORANGE INTERLOCAL AGREEMENT*



**FIFTH AMENDMENT TO  
RESTATEMENT AND AMENDMENT TO SEWER  
SERVICES INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF PONCE INLET, FLORIDA AND THE  
CITY OF PORT ORANGE, FLORIDA**

This Fifth Amendment to the Restatement and Amendment to Sewer Services Interlocal Agreement Dated March 26, 1993, between the Town of Ponce Inlet, Florida and The City of Port Orange, Florida ("Agreement") is entered into between the Town of Ponce Inlet, Florida ("Town") and the City of Port Orange ("City") (collectively referred to as the "Parties").

WHEREAS, the City presently owns a sewer system serving the Town; and

WHEREAS, the Parties have, since 1993, entered into an agreement, as amended, for sewer services; and

WHEREAS, a Restatement and Amendment was entered into between the Town and the City, and recorded on January 20, 2004 in Official Records Book 5243 at Page 4473 in the Public Records of Volusia County, Florida ("Restatement"); and

WHEREAS, an Amendment to the Restatement was entered into between the Parties, and recorded on July 31, 2007 in Official Records Book 6102 at Page 1652 in the Public Records of Volusia County, Florida ("Amendment"); and

WHEREAS, a Second Amendment to the Restatement was entered into between the Parties on May 21, 2013, and recorded in Official Records Book 7274 at Page 1524 in the Public Records of Volusia County, Florida ("Second Amendment"); and

WHEREAS, a Third Amendment to the Restatement was entered into between the Parties on April 18, 2017, and recorded in Official Records Book 7892 at Page 628 in the Public Records of Volusia County, Florida ("Third Amendment"); and

WHEREAS, a Fourth Amendment to the Restatement was entered into between the Parties on September 15, 2020, and recorded in Official Records Book 7917 at Page 1397 in the Public Records of Volusia County, Florida ("Fourth Amendment"); and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

WHEREAS, the City's sanitary sewer within the Town, as part of the septic-to-sewer conversion project, requires an extension of the centralized sewage collection system, which will provide service to over 400 parcels; and

WHEREAS, the Town has funded the preparation of the engineering design plans by Mead & Hunt, Inc., dated August 1, 2023, to construct the septic-to-sewer project, and



said plans have been reviewed and accepted by the City; and

WHEREAS, the Town has been responsible for securing the necessary permitting to enable the construction of the septic-to-sewer project; and

WHEREAS, the Town is now in the process of securing a \$10,400,000 SRF 100% principal forgiveness loan ("SRF Loan") for construction funding from the Florida Department of Environmental Protection's Supplemental Appropriations for Hurricanes Fiona and Ian (SAHFI) program; and

WHEREAS, the Town has hired the firm of Mead & Hunt, Inc. for funding and bidding assistance associated with securing the SRF Loan and selection of one or more contractors for construction; and

WHEREAS, the City and the Town now wish to jointly fund the construction of the septic-to-sewer project for unserved properties in the Town through an agreed-upon division of roles and responsibilities; and

WHEREAS, constructing the septic-to-sewer project serves valid public and proprietary purposes of the Parties; and

WHEREAS, a Fifth Amendment is necessary to jointly fund and construct the septic-to-sewer project to serve remaining unserved properties in the Town.

NOW, THEREFORE, THE PARTIES AGREE THAT THE RESTATEMENT IS HEREBY AMENDED AS FOLLOWS:

1. The above recitals are incorporated as if fully set forth herein.
2. The purpose of this amendment is to define the roles and responsibilities of the Town and the City with respect to jointly funding and constructing the project entitled, "Town of Ponce Inlet Septic-to-Sewer Phases 1 and 2" (the "Project"), as described in **Exhibit "1"** attached hereto (FDEP Request for Inclusion on the Clean Water Priority List). This amendment defines the financial obligations of both Parties and defines the tasks to be completed by each. The amendment acknowledges existing grants and the potential for future grants that may be pursued for this project.
3. **Roles and Responsibilities – Funding & Bidding Assistance.** The parties agree to share the costs for Mead & Hunt's "SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2" services as outlined in the scope of services dated February 28, 2024 (attached hereto as **Exhibit "2"**), consistent with the percentage split recommended by Mead & Hunt in its letter dated March 19, 2024 (attached hereto as **Exhibit "3"**). Such costs shall be shared as follows:

- a. **The Town - 28 %**
- b. **The City - 72 %**



4. **Roles and Responsibilities – Construction Costs.** The SRF Loan funded by FDEP for construction of the Project is a “not to exceed” amount of \$10,400,000. However, in the event the cost to construct the Project exceeds this amount, it is agreed that the Town and the City will divide and share the remaining costs for construction of the Project as follows:

- a. **The Town** - 100% of the demolition, construction, reconstruction or improvements to the water distribution system, streets, roads, sidewalks, and rights-of-way, including drainage, pavement, and restoration of the right-of-way. Construction supervision, quality assurance, quality control and maintenance of the drainage, pavement and surface right-of-way features shall be the Town’s responsibility.
- b. **The City** - 100% of the demolition, construction, reconstruction or improvements to the sewer system, lift station and force main components. Construction supervision, quality assurance, quality control and maintenance of the sewer mains, manholes, service laterals (up to the property line), lift station and force main shall be the City’s responsibility.
- c. **The Town and the City** – Site Preparation as defined in the construction documents will be split 50/50 between both parties.

5. The Parties contemplate the Project described herein will be procured through the competitive bid process. The bid schedule shall be formatted to support the above-referenced items. The actual bid amount for line items in the bid schedule will be used as the basis for calculating the cost to be paid by the Parties. The bid award will be used based upon the bid from the lowest responsible and responsive bidder.

6. The SRF Loan funded by FDEP in an amount not to exceed \$10,400,000 for this Project shall be shared proportionally by the Town and the City based upon the actual bid amounts and assigned based upon the division of costs and responsibilities as set forth in Paragraph 4. Any future grants for construction to either Party shall be shared proportionally by the Town and the City based upon the actual bid amounts and assigned based upon the division of costs and responsibilities as set forth above in Paragraph 4.

7. The Town intends to pursue additional grant funding with FDEP. The grant is intended to defray the cost to property owners for septic tank abandonment and connection to the central sewer collection system, and to completely fund the project if necessary. If the grant is received, the funds will go to defray homeowner costs or fees. The disbursement methodology will be determined by the Town.

8. This Fifth Amendment is made pursuant to Section 15 of the Restatement.

9. The provisions of this Fifth Amendment shall prevail against any conflict with provisions of the Restatement, the Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment. Otherwise, all other terms and conditions of the Restatement, the Amendment, the Second Amendment, Third Amendment, and the Fourth Amendment shall remain in full force and effect.

10. This Fifth Amendment may be executed in counterparts and shall take effect upon

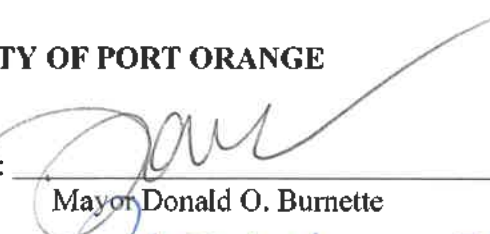


execution by the appropriate officials from the City and the Town. This Fifth Amendment may be amended only through an instrument of equal formality signed by the respective Parties as set forth in Paragraph 15 of the Restatement.


IN WITNESS THEREOF, the Parties hereto have executed this Fifth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

**CITY OF PORT ORANGE**

**TOWN OF PONCE INLET**

By:   
Mayor Donald O. Burnette

By:   
Mayor Lois A. Paritsky

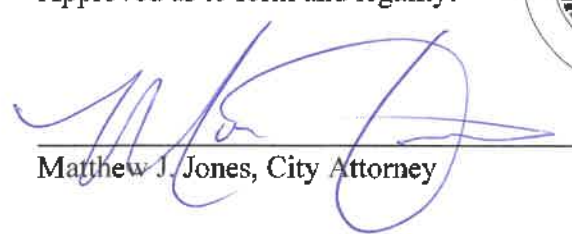
Attest:   
Robin Fenwick, MMC, City Clerk

Attest:   
Kim Cherbano, Town Clerk


Date: 5/7/2024

Date: 5/7/2024

Approved as to form and legality:

  
Matthew J. Jones, City Attorney



  
Clifford B. Shepard, Town Attorney





# Florida Department of Environmental Protection

## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program  
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

Type of Loan Requested in this Application. Select only one loan category and project type.

Loan Category: Planning ☐ Design ☐ Inflow/Infiltration Rehabilitation ☐ Construction ☒  
Project Type: Design/Bid/Build ☒ Design/Build (D/B) ☐ Construction Manager at Risk (CMR) ☐

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

### 1. Applicant's Name and Address.

Project Sponsor: Town of Ponce Inlet Contact Person: Kim McCoil Title: Finance Director  
4300 South Atlantic Avenue Ponce Inlet Volusia FL 32127  
(street address) (city) (county) (state) (zip code)  
3862362150 kmccoll@ponce-inlet.org  
(telephone) (ext.) (email address)

Contact Person Address (if different): \_\_\_\_\_  
(street address) (city) (state) (zip code)

### 2. Name and Address of Applicant's Consultant (if any).

Firm: Mead & Hunt Contact Person: Casey Cissel Title: Project Manager  
4401 Eastport Pkwy Port Orange Volusia FL 32127  
(street address) (city) (county) (state) (zip code)  
3864145062 cassandra.cissel@meadhunt.com  
(telephone) (ext.) (email address)

### 3. Certification by Authorized Representative. I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

rndisher@ponce-inlet.org \_\_\_\_\_  
(email address) (date)  
Mike Disher Town Manager  
(name, typed) (title)

[Signature]  
(signature)



## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

### 4. Eligible Projects.

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

### 5. Project Information (Please attach).

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

### 6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

- |  |                   |
|--|-------------------|
| a. Planning and/or SSES including geotechnical studies and surveying         | _____             |
| b. Design  | _____             |
| c. Special Studies including feasibility studies                             | _____             |
| d. Eligible Land (necessary land divided by total land times purchase price) | _____             |
| e. Construction, Equipment, Materials, Demolition and Related Procurement    | <u>8,000,000</u>  |
| f. Construction Contingency (10% of Item e)                                  | <u>1,600,000</u>  |
| g. Technical Services during Construction                                    | <u>800,000</u>    |
| h. Sum of Items a. through g.  | <u>10,400,000</u> |

### 7. Project Schedule.

(Month and Year)

- |  |                  |
|--|------------------|
| a. Submit the planning or SSES documentation   | <u>complete</u>  |
| b. Submit the design documents, obtain permits, and acquire sites (as necessary)       | <u>Feb. 2024</u> |
| c. Start activity (such as construction or non-structural best management practice)    | <u>June 2024</u> |
| d. Complete activity (such as construction or non-structural best management practice) | <u>Dec. 2025</u> |

### 8. Population

- |   |             |
|---|-------------|
| a. Population served by the system        | <u>3411</u> |
| b. Population to be served by the project | <u>3411</u> |

### 9. Project Priority

- a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.



## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	<u>8000000</u>
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	<u>8000000</u>
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	_____
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	_____
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	_____
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____
 b. Restoration and Protection of Special Water Bodies.		
In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.		
1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan.		<input type="checkbox"/>
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers.		<input type="checkbox"/>
 c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.		
1. Elimination of Ocean Outfalls.	15 points	<input type="checkbox"/>
2. Consistency with an Integrated Water Resource Management (One Water) plan.	15 points	<input type="checkbox"/>
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.		
	1000 divided by the affordability index = _____ points.	
4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C.	25 points	<input type="checkbox"/>
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C.	25 points	<input type="checkbox"/>

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to [SRFRFI@FloridaDEP.gov](mailto:SRFRFI@FloridaDEP.gov).



The Town of Ponce Inlet Septic to Sewer Phase 1 and 2 projects includes the construction of six (6) individual projects. These projects are located in the Town of Ponce Inlet which is situated between the Halifax River and the Atlantic Ocean. Per the Florida Department of Health's "Assessment of Nitrogen Contribution from Onsite Wastewater Treatment Systems (OWTS) in the Wekiva Study Area of Central Florida" it is estimated that nitrogen input into the environment per capita leaving a septic tank varied between 7.3 and 14.7 lb. per person per year. Ponce Inlet has approximately 2 residents per house which would equate to roughly 29 lb./year per house of nitrogen from every septic tank.

The Project satisfies goals described within the Hurricane Ian Special Appropriation Florida Requirements guidance for the following purposes:

- Reduce flood or fire damage risk and vulnerability as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

Specific project elements that meet the program goals are listed below:

**I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
  - i. *Project includes provisions for emergency power at the proposed lift station site.*
- b. Replacement of damaged equipment with more energy efficient equipment
  - i. *Project includes replacement of septic tanks and drainfields with a centralized sewer system conveying flow to pump stations and ultimately the WWTP for treatment. Septic tank and drainfields in the waterfront community currently discharge excess nutrients into the adjacent waterbodies. During storm events saturated drainfields often prohibit the use of septic systems for prolonged periods of time. Installation of new centralized gravity collection systems will dramatically improve resiliency on this barrier island.*
- c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Installation of submersible pumps
    - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*



- Waterproofing electrical components (e.g., pump motors)
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Waterproofing circuitry
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Dry floodproofing/sealing of structure to prevent floodwater penetration
  - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
  - i. *The proposed lift station design will meet all current building code and wind load criteria for the state of Florida.*

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures

- i. *The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*

e. SCADA system projects to allow remote or multiple system operation locations or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system

- i. *New SCADA systems installed for the lift station, installed in 316SS NEMA 4X panels and moved to a safe location.*

The construction of Phase 1 and 2 of the septic to sewer project would eliminate +/- 11,745 lb./yr of nitrogen from the environment. Cumulatively in all projects within Phase 1 and 2 the following will be constructed;

- 20,310 LF of 8" gravity sewer
- 2,820 LF of 12" gravity sewer
- 97 manholes



- 379 sewer services
- One (1) Lift Station
- Demo one (1) Lift Station
- 202 water services (replace or install)

A breakdown of each subproject is listed below.

### Phase 1

- A1A Sewer Extension
  - Project 1A – Construction of approximately 300 LF of force main
  - Project 1B – Construction of approximately 800 LF of force main
  - Project 1C – Construction of approximately 350 LF of force main
- Lighthouse Shores – Construction of approximately 6,390 LF of 8" gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.
- Jennifer Circle/Bay Harbor Dr – Construction of approximately 3,400 LF of 8" gravity sewer, 1,000 LF of 12" gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.
- West Beach St. – Construction of approximately 2,800 LF of 8" gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.

### Phase 2

- Oceanside Village – Construction of approximately 6,220 LF of 8" gravity sewer, 1,820 LF of 12" gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.
- Lighthouse Preservation – Construction of approximately 1,500 LF of 8" gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.

### Budget

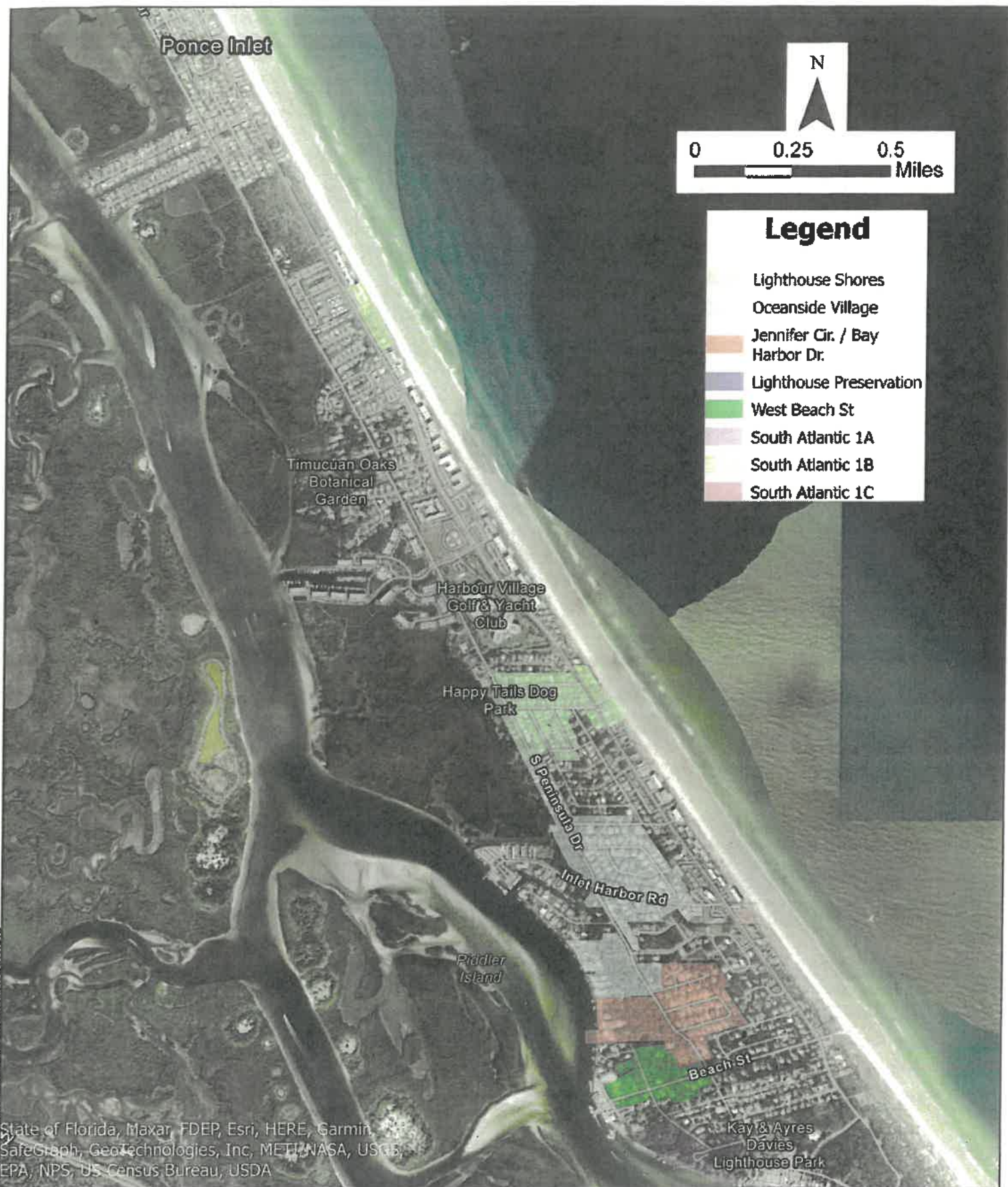
Estimated Construction Cost, Ph 1 & 2	\$8,000,000
Contingency @ 20%	\$1,600,000
CEI Services @ 10%	<u>\$ 800,000</u>
<b>Estimated Grand Total</b>	<b>\$10,400,000</b>



### **Schedule**

Design	Complete
Permitting	February 2024
Bidding	March – April 2024
Bid Review and Award	May 2024
Construction	June 2024 – December 2025





These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such reuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

## Town of Ponce Inlet Septic to Sewer

Project Service Areas



**EXHIBIT A: For the 2/14/2024 FY 2024 Priority List Adoption Meeting**

**FY2024 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION  
ISSUES AND RECOMMENDATIONS, Ch. 62-503, Florida Administrative Code**

- 1.) The P.L. 117-328 2023 Consolidated Appropriations Act requires State administer the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. The Department has determined based on allocated funding that sufficient funds will be available to allow a \$19,823,318 cap per sponsor. Projects listed with additional need will be moved to a waiting list for the remaining amount and will be eligible to compete for any reallocated funds at future Project Priority List meetings.

The CWSRF SAHFI Projects are:

PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT	ALLOCATED PRINCIPAL FORGIVENESS
1 LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
2 Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
3 Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
4 Welaka**	363	54050	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$4,995,000	\$ 4,995,000
5 Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
6 Fort Meade**	360	53113	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$6,130,000	\$ 6,130,000
7 Avon Park*	350	28044	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$2,520,000	\$ 2,520,000
8 Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
9 Daytona Beach Shores	351	82702	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$14,550,000	\$ 14,550,000
10 Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
11 Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
12 Holly Hill*	350	6410A	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$9,300,000	\$ 9,300,000
13 Lake Wales*	350	5303E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$7,350,110	\$ 7,350,110
14 Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
15 Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
16 Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
17 Ponce Inlet	350	64141	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,400,000	\$ 10,400,000
18 Port Orange*	350	64041	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$15,150,000	\$ 15,150,000

\* - Financially Disadvantaged Community

\*\* - Small Disadvantaged Community



19	Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
20	Cocoa Beach	349	05064	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$15,024,000	\$ 15,024,000
21	Howey-in-the-Hills	340	35023	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$3,185,000	\$ 3,185,000
22	Fort Myers Beach	107	36088	SW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,753,392	\$ 10,753,392

FINANCIALLY DISADVANTAGED COMMUNITY = \$164,386,018					TOTAL SAHFI PROJECTS = \$317,415,000				
STATE DEFINED SMALL DISADVANTAGED COMMUNITY = \$90,419,272					TOTAL ALLOCATED PRINCIPAL FORGIVENESS = \$317,415,000				

Staff recommends adding these projects to the fundable portion of the FY 2024 project priority list for the amounts as shown.

- 2.) Projects being added to the list in Issue 1 above whose project costs exceed the \$19,823,318 million sponsor cap will be placed on the waiting portion of the project priority list for the unfunded amount. They are:

PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	\$13,918,682
Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	\$4,537,946
Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	\$18,749,303
Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	\$3,576,682
Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	\$97,838,142
Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	\$34,176,682
Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	\$31,531,682
Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	\$188,766,682
Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	\$21,076,682
Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	\$15,633,682
Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	\$20,076,682

WAITING PORTION TOTAL = \$ 449,882,847

Projects added to the waiting portion of the project priority list for FY 2024 may be elevated to the fundable portion of the list if unused funds become available

\* - Financially Disadvantaged Community

\*\* - Small Disadvantaged Community



3.)

**SOURCES AND USES OF FUNDS**

**FEDERAL FUNDS**

**SOURCE OF FUNDS**

FY 2024 SRF SAHFI CWSRF Capitalization Grant for Projects

**FY 2024**

\$ 317,415,000

**TOTAL FUNDS AVAILABLE**

**\$ 317,415,000**

**USE OF FUNDS**

SAHFI Projects on SFY 2024 Priority List (Forgivable Loan)

\$317,415,000

**TOTAL FUNDS OBLIGATED**

**\$317,415,000**

BALANCE OF LOAN FUNDS for PROJECTS = \$ .

\* - Financially Disadvantaged Community  
\*\* - Small Disadvantaged Community



## EXHIBIT 2



February 28, 2024

Mike Disher, AICP  
Town Manager  
Town of Ponce Inlet  
4300 S. Atlantic Ave.  
Ponce Inlet, FL 32127

Email: [mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org)

**Subject: SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2.**

Dear Mr. Disher:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for funding and bidding assistance for the above referenced project. Tasks to be performed include: SRF Facility Plan and loan application preparation, interlocal agreement assistance and bidding assistance.

A grant application for the FDEP Clean Water State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Fiona & Ian (SAHFI) was submitted for a total of \$10.40 M. The loan request for inclusion was successfully received and included in the Intended Use Plan (IUP). The application was approved for consideration at the public hearing dated February 14, 2024. This program requires the Town to submit a Clean Water SRF Facility Plan, which is complete and submitted for review. Upon award, the loan will be administered as a SRF loan with 100% principal forgiveness.

The tasks described define requisite activities required up until the time of bid award. A subsequent proposal will be prepared for technical services during construction including construction engineering and inspection (CEI) and grant compliance/documentation. Thank you for this opportunity to continue to be of service.

Sincerely,  
MEAD & HUNT, Inc.

A handwritten signature in blue ink that reads "Sheryl Parsons".

Sheryl Parsons  
Regional Funding Practice Leader/Water

A handwritten signature in blue ink that reads "Cassandra Cissell".

Cassandra "Casey" Cissell, PE  
Project Manager

SP/CMC

Enclosure      Scope of Services and Fee Estimate  
cc: Kim McColl – Town of Ponce Inlet



**TOWN OF PONCE INLET  
SCOPE OF SERVICES  
FOR  
SAHFI FUNDING ASSISTANCE – SEWER RESILIENCE PHASE 1 & 2.**

This Task Order is in conformance with the Addendum to the Agreement for Professional Engineering Services Contract dated February 21, 2002, between the Town of Ponce Inlet (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL**

The Town of Ponce Inlet completed the Septic to Sewer Phase 1 and 2 project in 2023. Funding the project was then the Town's priority. The Town is currently scheduled to receive \$10,400,000 from FDEP's supplemental appropriation for Hurricanes Fiona and Ian (SAHFI). This funding is a state revolving fund (SRF) loan with 100% principal forgiveness. As such, the loan has specific requirements including a facility plan and loan agreements that will need to be completed prior to construction. The following items will need to be completed prior to the August 12, 2024, deadline;

- Clean Water Facility Plan
- Loan Application
- Interlocal agreement between the Town and City of Port Orange

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – PROJECT MANAGEMENT**

**Project Coordination**

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated seven (7) month project duration.

**Project Kick-Off Meeting**

MEAD & HUNT will coordinate and conduct one (1) virtual project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

**Quality Assurance / Quality Control**

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.



Mike Disher, AICP

February 28, 2024

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**Deliverables – Project Management**

- Kick-Off Meeting Agenda and Summary

**PHASE 2 – CLEAN WATER SRF FACILITY PLAN**

**TASK 1 – Clean Water Facility Plan Preparation**

MEAD & HUNT will prepare a Clean Water Facility Plan for Sewer Resilience Phase 1 & 2 (Septic to Sewer Phase 1 and 2) project. This project includes the septic to sewer conversion in six (6) areas in Ponce Inlet. Project Areas include, the A1A sewer extension, Lighthouse Shores, Oceanside Village, Jennifer Circle/Bay Harbor, West Beach Street, and Lighthouse Preservation. This project will provide roughly 405 parcels access to a centralized sewer system. It is assumed one (1) meeting will be held to review a draft of the Facility Plan prior to finalization.

The CWSRF Facility Plan will be written to meet the requirements listed in section 62-552.700 (4) F.A.C which includes the following:

**A. Executive summary**

- a. A project description, including identification of planning and service areas.
- b. An explanation of the need or justification for the project.
- c. A project location map. This map will clearly show the precise location of the proposed project with roadways being legibly labeled.

**B. Environmental effects**

- a. A discussion of the environmental benefits associated with the proposed project.
- b. A discussion if the proposed project will have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
- c. A discussion if the proposed project will have any significant adverse human health or environmental effects on minority or low-income communities.
- d. An explanation of what investigations/site visits were performed to determine the environmental effects of the proposed project.

**C. Development of alternatives and selection of a preferred alternative**

- a. A description of the existing and recommended improvements.
- b. A comparison of at least three (3) feasible alternatives and recommendation of the selected alternative.
- c. Preliminary design information, calculations, and a conceptual cost estimate for the selected alternative.



**D. Public Participation Process**

- a. Evidence that a public meeting was held to explain the project, including alternatives considered and cost and impact on user charges; and enabled public participation in evaluating project alternatives.
- b. Meeting local requirements for advertising the public meeting.
- c. Provide minutes of public meeting and include a copy of the advertisement.

**E. Financial Feasibility**

- a. An Identification of revenues to be dedicated to repaying the loan.

**F. Schedule**

- a. A Schedule for implementing the recommended facilities.

**G. Adopting Resolution**

- a. A Specific Authorization to implement the planning recommendations.

**TASK 2 – Capital Finance Plan Assistance**

MEAD & HUNT will provide Capital Finance Planning (CFP) assistance. MEAD & HUNT assumes that information pertaining to rates and other financials to be provided by the OWNER or Raftelis. The CFP is a financial document which details the ability of the utility to generate sufficient revenue to repay the loan and meet existing and future operating expenses and debt service obligations. The CFP details current and projected operating expenses, debt service obligations, miscellaneous expenses, existing and projected revenues, and other sources of income which will be used to repay the loans.

**PHASE 3 – LOAN APPLICATION PREPARATION**

MEAD & HUNT will review the loan offer from the SAHFI and prepare the loan documents necessary for the award of the loan.

The application package generally consists of an application form and a series of attachments. The completed application package will be submitted to the funding agency. Submission of the completed application does not always guarantee approval. It may be based on timely submittal and availability of the agency's funds.

**PHASE 4 – INTERLOCAL AGREEMENT ASSISTANCE**

MEAD & HUNT will provide technical assistance and support in an effort to develop and obtain an interlocal relationship between the Town of Ponce Inlet and City of Port Orange. It is assumed that a maximum of five (5) meetings will be held over the course of drafting the agreement. It is also assumed that both the Town and City will have their legal department involved to review for both sides.



### **PHASE 5 – CONFORM BID DOCUMENTS**

The funding is being obtained for the construction of both Phases 1 and 2. As such MEAD & HUNT will make the required modifications to conform to the plans and specifications in accordance with preferred bidding strategies.

### **PHASE 6 – BIDDING ASSISTANCE**

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

#### **Bidding and Contract Documents**

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

#### **Pre-Bid Meeting**

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project.

#### **Addenda**

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

#### **Bid Opening**

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

#### **Bid Review and Recommendation of Award**

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if



Mike Disher, AICP

February 28, 2024

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applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

**Deliverables – Bidding Services**

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

**PHASE 7 – REIMBURSABLES**

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 15%.

**PHASE 8 – CONTINGENCY**

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates.

**EXCLUSIONS**

This scope of services excludes all items not specifically described herein.

**SCHEDULE**

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

<b>Phase/Task</b>	<b>Duration to Complete (calendar days)</b>	<b>Commencing Upon</b>
<i>Phase 1 – Project Management</i>	<i>210 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Clean Water SRF Facility Plan</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Loan Application Preparation</i>	<i>60 days</i>	<i>Completion of Phase 2</i>
<i>Phase 4 – Interlocal Agreement Assistance</i>	<i>180 days</i>	<i>Receipt of notice to proceed (concurrent with other phases)</i>
<i>Phase 5 – Conform Bid Documents</i>	<i>60 days</i>	<i>OWNER acceptance of Phase 2 (Concurrent with Phase 3)</i>
<i>Phase 6 – Bidding Assistance</i>	<i>60 days</i>	<i>OWNER approval of Phase 5</i>



**COMPENSATION**

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$9,275	Lump Sum
Phase 2– Clean Water SRF Facility Plan		
Task 1 – Clean Water Facility Plan Preparation	\$28,712	Lump Sum
Task 2 – Capital Finance Plan Assistance	\$5,877	Lump Sum
Phase 3 – Loan Application Preparation	\$21,686	Lump Sum
Phase 4 – Interlocal Agreement Assistance	\$9,732	Lump Sum
Phase 5 – Conform Bid Documents	\$8,210	Lump Sum
Phase 6 – Bidding Assistance	\$10,650	Lump Sum
Subtotal	\$94,142	
Phase 7 –Reimbursables	\$500	Actual cost plus 15%
Phase 8 – Contingency at 5%	\$4,707	Time & Expense
TOTAL	\$99,349	

**AUTHORIZATION:**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: TOWN OF PONCE INLET

Approved by: MEAD & HUNT, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brad T. Blais

Title: \_\_\_\_\_

Title: Vice President/Market Leader

*The above person is authorized to sign for Owner  
and bind the Owner to the terms hereof.*

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

Date February 28, 2024

**PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT  
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**



Mike Disher, AICP

February 28, 2024

Page 8

**IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN HALL, TOWN OF PONCE INLET, 4300 SOUTH ATLANTIC AVENUE, PONCE INLET, FL 32127, Deputy Town Clerk, Kim Cherbano, (386) 236-2150, [kcherbano@ponce-inlet.org](mailto:kcherbano@ponce-inlet.org).**



EXHIBIT 3



March 19, 2024

Mr. Wayne Clark  
City Manager  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129

**Subject: Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2**

Dear Mr. Clark:

Our firm would like to recommend a cost share split between the City (72%) and the Town (28%) based on the recently completed shared costs with Ponce de Leon Circle Septic to Sewer project (cost share allocation attached). The scope of work for the septic to sewer projects included in the SAHFI Funding is very similar to the Ponce de Leon project.

Ponce Inlet recently paid 100% of the design costs for both phases in the amount of \$593,943 with ARPA funding. The Town does not have a revenue source to fund additional sewer related costs or complete construction of these projects since the City owns the sewer system and receives all the revenue. If there are any additional construction costs not covered by the \$10,400,000 SAHFI SRF principal forgiveness loan that the City and Town approve, the cost share will be calculated based on the actual bid costs divided up per the new interlocal agreement.

We look forward to working with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,

MEAD & HUNT, Inc.

A handwritten signature in black ink that reads "Sheryl Parsons". The signature is fluid and cursive.

Sheryl Parsons  
Regional Funding Practice Leader/Water

**Enclosure: Ponce de Leon Circle Septic to Sewer Project Bid Cost and Shared Costs with SJRWMD Grant**

cc: John McKinney, CGFO FRA-RA, Assistant City Manager  
Steve Parnell, Public Utilities Director  
Junos Reed, P.E., City Engineer





**Meeting Date:** 6/20/2024

**Agenda Item:** 10-B

## **Report to Town Council**

**Topic:** Resolution 2024-11 – Authorizing Application for SRF Loan through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to fund the Septic-to-Sewer Phases 1 and 2 Improvements.

**Summary:** The attached Resolution authorizes the application for SRF Loan funds through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to fund the Septic-to-Sewer Phases 1 and 2 improvements.

**Suggested motion:** To approve Resolution 2024-11 authorizing the SAHFI loan application with attachments and authorization for the Town Manager to sign and facilitate the timely submission of the application to the State as prepared by Mead and Hunt.

**Requested by:** Ms. McColl, Finance Director  
Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### Town of Ponce Inlet – Office of the Town Manager

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council

From: Michael E. Disher, AICP, Town Manager

Date: June 7, 2024

Subject: Resolution No. 2024-11 – Authorizing Application for SRF Loan through FDEP’s Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to fund the Septic-to-Sewer Phases 1 and 2 Improvements

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**MEETING DATE:** June 20, 2024

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On February 21, 2024, Staff was notified that the Town is scheduled to receive \$10.4 M in funding from the FDEP Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to construct Phases 1 and 2 of the Town’s Septic-to-Sewer projects. These funds are conditioned on the Town applying for the FDEP State Revolving Fund (SRF) 100% principal forgiveness loan. The SAHFI funds are being awarded through this program with a “no payment” obligation.

The Town is required to complete the SAHFI application on/or before August 12, 2024, to access this funding. On March 21, 2024, the Town Council authorized the firm of Mead and Hunt, Inc. to prepare the SAHFI application for the Town. On May 7, 2024, the Town Council approved an interlocal agreement with the City of Port Orange to authorize this work and share in the costs to prepare the loan and bidding documents.

“**Exhibit A**” is the Town’s completed principal forgiveness SRF loan application. The Town Council must approve the required resolution for this \$10.4 million application and authorize the Town Manager to sign and facilitate the completion of the application requirements.

Following the successful completion of the application, FDEP will provide a SAHFI principal forgiveness SRF loan agreement. The loan agreement will then be brought to the Town Council for approval. FDEP staff anticipates the agreement to be issued in November of 2024.

The construction work can be divided and bid as needed to ensure the Town does not go over the \$10.4 million in available funding once the loan agreement is fully executed. The amount estimated for construction also includes Construction, Engineering, and Inspection (CEI) Services



(\$800,000) and contingencies (\$610,655). The engineer's construction cost estimate (\$8,989,345) for all the septic-to-sewer projects is attached as "**Exhibit B**".

Seeking such grants is one of the Town Council's goals for the Finance Department. Specifically, the Department will, "seek grant opportunities for shovel-ready septic-to-sewer projects, in accordance with the Town's sewer master plan".

### **Recommendation**

Staff recommends approval of the SAHFI loan application with attachments and authorization for the Town Manager to sign and facilitate the timely submission of the application to the State as prepared by Mead and Hunt.

Your consideration of this request is greatly appreciated.

### Attachments:

- Exhibit A – FDEP SRF Loan Application
  - Loan Attachment 1 – Description of Phases, Schedule and Cost Breakdown
  - Loan Attachment 2 – Project Description
  - Loan Attachment 3 – Interlocal Agreement, Town Council Agenda
  - Loan Attachment 4 - Interlocal Agreement, Fifth Amendment
  - Loan Attachment 5 - Description of Construction Activities
  - Loan Attachment 6 - Description of Current Debt Obligations
  - Loan Attachment 7 – Legal Opinion
  - Loan Attachment 8 – Authorizing Resolution 2024-XX
  - Loan Attachment 9 – FY 2022 Audited Financial Report (cover page only)
  - Loan Attachment 10 – FY 2023 Audited Financial Report (cover page only)
  - Loan Attachment 11 – Resolution 2023-15, Water Rates
  - Loan Attachment 12 – Resolution 2023-17, Sewer Rates
  - Loan Attachment 13 – SRF Debt Service
  - Loan Attachment 14 – FY 2024 Annual Budget (cover page only)
  - Loan Attachment 15 – Schedule of Projected Rev/Exp, Basis of Projections
- Exhibit B – Engineer's Construction Cost Estimates for Septic-to-Sewer Phase 1 and 2 Projects
- Exhibit C – Fiscal Sustainability Plan Certification
- Exhibit D – Water/Energy Conservation Certification



## **RESOLUTION NO. 2024-11**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO SUBMIT A LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Section 166.111 and Section 403.8532 provide legal authority for loans to local government agencies to finance construction improvements such as the Town of Ponce Inlet's Septic-to-Sewer project, Phases 1 and 2; and

**WHEREAS**, the Florida Administrative Code requires authorization from the governing body to apply for loans; to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the Clean Water State Revolving Fund (CWSRF) loan priority list designates the Town's Septic-to-Sewer project, Phases 1 and 2 (designated Project No. 64141) as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

**WHEREAS**, the Town of Ponce Inlet, Florida, intends to enter into a loan agreement with the Florida Department of Environmental Protection (FDEP) under the Clean Water State Revolving Fund for project financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The Town of Ponce Inlet, Florida, is authorized to apply for a loan through FDEP's CWSRF program in the amount of \$10,400,000 to finance construction of its Septic-to-Sewer projects, Phases 1 and 2.

**SECTION 3.** This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

**SECTION 4.** The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.



**SECTION 5.** The Town Manager is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Town Manager is authorized to represent the Town in carrying out the Town’s responsibilities under the loan agreement. The Town Manager is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**SECTION 6.** All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION 7.** If any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this resolution.

**SECTION 8.** This resolution shall become effective immediately upon its adoption.

It was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ that said resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat#4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 20<sup>th</sup> day of June 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim Cherbano, Town Clerk



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN  
PROGRAM for  
Point Source Water Pollution Control**

**LOAN APPLICATION**



Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Blvd., MS 3505  
Tallahassee, FL 32399-3000



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## LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
  - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
  - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
  - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us) for assistance in completing this application.

### PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR Town of Ponce Inlet  
Federal Employer Identification Number 59-1265432  
DUNS Number UEI FV72HCVTE531
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).  
Name Michael E. Disher Title Town Manager  
Telephone 386.236.2150 FAX \_\_\_\_\_ Email mdisher@ponce-inlet.org  
Mailing Address 4300 South Atlantic Avenue Ponce Inlet, FL 32127
- (3) PRIMARY CONTACT (person to answer questions regarding this application).  
Name Kim McColl Title Finance Director  
Telephone 386.236.2150 FAX \_\_\_\_\_ Email kmccoll@ponce-inlet.org  
Employer Town of Ponce Inlet  
Mailing Address 4300 South Atlantic Avenue Ponce Inlet, FL 32127
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* n/a).  
Name Sheryl Parsons Title Funding Practice Leader  
Telephone (608) 443-0404 FAX \_\_\_\_\_ Email sheryl.parsons@meadhunt.com  
Employer Mead & Hunt  
Mailing Address 4401 Eastport Parkway, Port Orange, FL 32127
- (5) PROJECT NUMBER (listed on the Department's priority list). 64141
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No



## PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

### A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #* 1)

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment #* n/a)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- |                                    |                 |
|------------------------------------|-----------------|
| Planning documentation             | <u>05/2024</u>  |
| Engineering work                   | <u>Complete</u> |
| Certification of site availability | <u>05/2024</u>  |
| Permit                             | <u>Complete</u> |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #* 3,4) ☒ Yes ☐ No
- (c) Is this a design/build project? ☒ Yes ☐ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☒ Yes ☐ No  
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* n/a) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

### B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #* 5).  
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No  
If “No”, please explain. (*Attachment #* n/a)
- (b) Have any of the contracts been bid? ☐ Yes ☐ No  
If “Yes”, indicate which contracts have been bid. (*Attachment #* n/a)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No  
If “Yes”, give the SRF loan number. \_\_\_\_\_
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☒ Yes ☐ No  
If “Yes”, attach a copy of the interlocal agreement. (*Attachment #* 3,4)  
Is the interlocal agreement fully executed and enforceable? ☒ Yes ☐ No  
If “No”, please explain (*Attachment #* n/a).



- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 01/2025
- (b) Anticipated completion of all construction contracts. 06/2026
- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # n/a) Note that the disburseable amount will be limited to the priority list amount.

### PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 10,400,000
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 40 (years)
- Over how many years would you like to amortize the loan? n/a (years)
- (b) List all revenues that are to be pledged for repayment of this loan. N/A (100% Principal Forgiveness)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? n/a % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No
- If "Yes", please list. (Attachment # n/a)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 6) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.



- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment # n/a*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # n/a*).
- (5) ACTUAL AND PROJECTED REVENUES.
  - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
  - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment # 7*) The opinion must address the following:
  - (a) Availability of the revenues to repay the loan.
  - (b) Right to increase rates at which revenues shall be collected to repay the loan.
  - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

#### **PART IV – AUTHORIZATION AND ASSURANCES**

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment # 8*) for the following:
  - (a) Pledging revenues to repay the loan.
  - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
  - (a) Assurances for capitalization grant projects.
    - 1. Complete all facilities for which funding has been provided.
    - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
    - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
    - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
    - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
    - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
    - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
    - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
    - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.



10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
  11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
  12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
  13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
  14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
  15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
  16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
  17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
  18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
  19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
  20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
  21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
  2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
  3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
  4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
  5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
  6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
  7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
  8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.



9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
  10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
  11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
  12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
  13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
  14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Michael E. Disher, Town Manager  
(signature) (name typed or printed)

Attachments



**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PRIOR AND PARITY LIENS  
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

**Identify Each Obligation**      **#1**      **#2**      **#3**  
The Town of Ponce Inlet does not have prior or parity liens pledged to water/sewer revenues. See attached schedule for current SRF loan debt service (2).

**Coverage**      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

**Insured?**      \_\_\_\_\_ Yes      \_\_\_\_\_ No      \_\_\_\_\_ Yes      \_\_\_\_\_ No      \_\_\_\_\_ Yes      \_\_\_\_\_ No

<b>Fiscal Year</b>	<b>Annual Debt Service (Principal Plus Interest)</b>			<b>Total Debt Service</b>	<b>Total Debt Service Incl. Coverage</b>
	<b>#1</b>	<b>#2</b>	<b>#3</b>		
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2028	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2029	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2030	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2031	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2032	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2033	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2034	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2035	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2036	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2037	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenues (Source)		
Sales and Connection Fees	\$2,507,926	\$2,602,438
Other Miscellaneous Op. Rev.	\$41,524	\$44,772
(b) Interest Income	\$529	\$8,216
(c) Other Income or Revenue (Identify)		
Miscellaneous Non-Op. Rev.	\$2,396	\$4,540
(d) Total Revenues	\$2,552,375	\$2,659,966
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$2,436,114	\$2,683,891
(f) Net Revenues [(f) = (d) – (e)]	\$116,261	(\$23,925)
(g) Debt Service (including any required coverage)	\$96,101	\$96,101
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # <u>9,10</u> )		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # <u>n/a</u> )		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # <u>11, 12</u> )		



**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE**

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #* 13 )

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a) Operating Revenue	<u>\$2,926,319</u>	<u>\$3,014,109</u>	<u>\$3,104,532</u>	<u>\$3,197,668</u>	<u>\$3,293,598</u>
(b) Interest Income	<u>\$7,000</u>	<u>\$7,210</u>	<u>\$7,426</u>	<u>\$7,649</u>	<u>\$7,879</u>
(c) Other Income or Revenue (identify)					
<u>Miscellaneous Non-Op. Rev.</u>	<u>\$2,000</u>	<u>\$2,500</u>	<u>\$2,500</u>	<u>\$2,500</u>	<u>\$2,500</u>
(d) Total Revenues	<u>\$2,935,319</u>	<u>\$3,023,819</u>	<u>\$3,114,458</u>	<u>\$3,207,817</u>	<u>\$3,303,976</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$2,837,683</u>	<u>\$2,922,813</u>	<u>\$3,010,498</u>	<u>\$3,100,813</u>	<u>\$3,193,837</u>
(f) Net Revenues (f = d - e)	<u>\$97,636</u>	<u>\$101,005</u>	<u>\$103,960</u>	<u>\$107,004</u>	<u>\$110,139</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$96,101</u>	<u>\$96,101</u>	<u>\$96,101</u>	<u>\$71,101</u>	<u>\$71,101</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$1,535</u>	<u>\$4,904</u>	<u>\$7,859</u>	<u>\$35,903</u>	<u>\$39,038</u>
(j) Identify the source of the above information and explain methods used to develop the projections ( <i>Attachment #</i> <u>14,15</u> ). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If “No”, please explain. (*Attachment #* n/a )



## **PART V – SUPPLEMENTARY INFORMATION**

## LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]



**ATTACHMENT #1:**  
**DESCRIPTION OF PHASES, SCHEDULE, AND COST**  
**BREAKDOWN**



## **Town of Ponce Inlet**

### **Septic to Sewer, Phase 1 and 2**

#### **Description of Phases, Schedule, and Cost Breakdown**

##### **Phase 1:**

- A1A Sewer Extension
  - Project 1A – Construction of approximately 300 LF of force main
  - Project 2A – Construction of approximately 800 LF of force main
  - Project 3A – Construction of approximately 350 LF of force main
- Lighthouse Shores\_ – Construction of approximately 6,390 LF of 8" gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.
- Jennifer Circle/Bay Harbor Dr – Construction of approximately 3,400 LF of 8" gravity sewer, 1,000 LF of 12" gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.
- West Beach St. – Construction of approximately 2,800 LF of 8" gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.

##### **Phase 2:**

- Oceanside Village – Construction of approximately 6,220 LF of 8" gravity sewer, 1,820 LF of 12" gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.
- Lighthouse Preservation – Construction of approximately 1,500 LF of 8" gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.



**Ponce Inlet**  
**Septic to Sewer, Phase 1 and 2**  
**Project Schedule and Cost Summary**

<b>Project Schedule</b>	
Submit Planning Documentation	May-24
Engineering Work	Complete
Certification of Site Availability	May-24
Permitting	Complete
Notice to Proceed	Jan-25
Construction Start Date	Jan-25
Completion of All Construction Activities	Jun-25

<b>Cost Summary</b>	
Construction, Equipment, Materials, Demolition and Related Procurement	\$8,000,000
Construction Contingency (10%)	\$1,600,000
Technical Services during Construction	\$800,000
<b>Total</b>	<b>\$10,400,000</b>



**ATTACHMENT #2:**  
**PROJECT DESCRIPTION**



## **Town of Ponce Inlet**

### **Project Description**

In 2022, the Town of Ponce Inlet saw a record high level of rainfall due to Hurricane Ian (20.9 inches). The resulting flooding created serious public health hazards. The wastewater system had frequent service outages that lasted over a week. Remote sewer pumping stations (from Port Orange) lost power due to flooding, and emergency generator pumps (mounted on trailers) had to be utilized. These created dangerous situations for the workers who had to deploy them in areas with flooding and electrical damage.

Per the Florida Department of Health, it is estimated the nitrogen input into the environment per capita from a septic tank varies between 7.3 and 14.7 lb per year. Ponce Inlet has approximately 2 residents per house which equates to roughly 29 lb/year per house with a septic tank. During storm events, septic tanks and drain fields can create an additional public health hazard, beyond their normal hazard of discharging excess nutrients into adjacent waterbodies. Saturated drain fields often prohibit the use of septic systems for prolonged periods of time.

This project will reduce flood or fire damage risks and enhance resiliency by mitigating the interruption of collection system operation in the event of a flood or natural disaster. It would further eliminate +/- 11,745 lb/yr of nitrogen from the environment. The projects include, but are not limited to:

- The installation of back-up a back-up generator at the lift station site, located above the 100-year flood plain and storm surge elevation.
- The replacement of septic tanks and drain fields with a centralized sewer system conveying flow to pump stations and ultimately the WWTP for treatment.
- Construction of approximately 7,720' of 8" gravity sewer and 97 manholes.
- A new lift station and continuous, all-weather control panel constructed above the 100 year flood plain and storm surge elevation. The lift station will include (2) submersible pumps capable of operating for extended periods in submerged conditions.
- The lift station will also meet all current building codes and wind criteria for the State of Florida.
- A new SCADA system for the lift station, installed in a safe location.
- Roadway rehabilitation, including raising existing grades for areas vulnerable to flooding.



**ATTACHMENT #3:**  
**INTERLOCAL AGREEMENT**  
**TOWN COUNCIL AGENDA**





TOWN COUNCIL  
REGULAR MEETING  
*Summary of Actions*  
April 18, 2024

---

1. CALL TO ORDER. *Mayor Paritsky called the meeting to Order at 2:00 PM.*
2. PLEDGE OF ALLEGIANCE. *Led by Mayor Paritsky.*
3. ROLL CALL. *All members of Council were present.*
4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA: *Item 11-A was moved to Item 8-B; The agenda was approved as amended, 5-0 consensus.*
5. CITIZENS' PARTICIPATION. *No action(s) taken.*
6. PRESENTATIONS, PROCLAMATIONS, AND AWARDS:
  - A. Proclamation report. – *Presented by Mayor Paritsky.*
7. CONSENT AGENDA:
  - A. Town Council Regular meeting minutes – February 15, 2024. – *Approved 5-0, consensus.*
8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING
  - A. Presentation of Town's Financial Statements and Independent Auditor's Report for the Fiscal Year ending September 30, 2023, and prepared by BMC, CPAs. – *Accepted 5-0, consensus.*
  - B. Ordinance 2024-02 – 1<sup>st</sup> Reading – Granting a non-exclusive electric utility franchise to Florida Power & Light Company. – *Approved, 5-0.*
9. PUBLIC HEARINGS/ QUASI-JUDICIAL MATTERS:
  - A. Review of final site development plan for Sailfish Marina – 4912 Sailfish Drive; FDP #39-2023. – *Approved 5-0.*
10. PUBLIC HEARINGS/ NON-QUASI-JUDICIAL MATTERS:
  - A. Ordinance 2024-01 – 2<sup>nd</sup> Reading – Amendments to beach addressing requirements. – *Approved with staff conditions, 5-0.*
11. ORDINANCES (FIRST READING) AND RESOLUTIONS:



- ~~A. Ordinance 2024-02 – 1<sup>st</sup> Reading – Granting a non-exclusive electric utility franchise to Florida Power & Light Company~~ *Moved to item 8-B.*
- ~~B.~~ A. Resolution 2024-05 – Updating the Town’s fee schedule. – *Approved as modified, 5-0.*
- ~~C.~~ B. Resolution 2024-06 – Historic Tree designation at Ponce Preserve. – *Approved, 4-0; Councilmember Villanella was absent for this vote.*
- ~~D.~~ C. Resolution 2024-07 – Supporting Volusia County’s beach feasibility study. – *Approved, 5-0.*
12. OLD BUSINESS: *None.*
13. NEW BUSINESS:
- A. Fifth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement between the Town of Ponce Inlet and the City of Port Orange. – *Approved 5-0, consensus.*
- 14 - 16. FROM THE TOWN COUNCIL, MANAGER, & ATTORNEY: *No action(s) taken.*
17. CITIZEN’S PARTICIPATION (On items 14 through 16 only): *No action(s) taken.*
18. ADJOURNMENT. *The meeting was adjourned at 5:45 PM.*





## TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY

APRIL 18, 2024 – 2:00 P.M.

TOWN COUNCIL CHAMBERS

4300 S. ATLANTIC AVENUE, PONCE INLET, FL

**SUNSHINE LAW NOTICE FOR BOARD MEMBERS** – Notice is hereby provided that one or more members of the Town's various boards may attend and speak at this meeting.

A complete copy of the materials for this agenda is available at Town Hall.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL.

*NOTE: Citizens who wish to speak during Public Participation about any subject that is not on the meeting agenda should fill out the Citizen Participation Request form and submit it to the Town Clerk prior to the start of the meeting.*

4. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.

5. **CITIZENS' PARTICIPATION** - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is an opportunity for our citizens to talk to us collectively on any subject that is not identified on the meeting agenda. The Town's Rules for Conducting Town Council meetings are set forth in Resolution 2021-11 and include the following guidelines:*

- *Citizens are provided with **5 minutes** at each meeting to speak on one or more issues that are not otherwise placed on the meeting agenda.*
- *Please introduce yourself with your name and address clearly for the record.*
- *Share with us your thoughts, ideas, and opinions; we want to hear them.*
- *Under our rules, all questions and comments are directed to the Mayor.*

*While some questions may be able to be addressed at this meeting, others may require research or more information than we have readily available from our staff, so we may have to defer the response to you until we have that information. Also, depending on the type of issue, we may place the matter on a properly noticed subsequent meeting agenda. As a Council, we welcome the opportunity to hear from you and hope you will speak with us not only during Citizen Participation but outside of these meetings. We understand the formal nature of this meeting, but rest assured, we want to hear from you, we want to address your concerns, and we are appreciative of your involvement.*

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

A. Mayor's Proclamations report.

7. **CONSENT AGENDA** - *Items on the consent agenda are defined as routine in nature that do not warrant detailed discussion or individual action by the Council; therefore, all items remaining on the consent agenda shall be approved and adopted by a single motion, second and vote by the Town Council. Items on the consent agenda are not subject to discussion. Any member of the Town Council may remove any item from the consent agenda simply by verbal request at the Town Council meeting. Removing an*



*item from the consent agenda does not require a motion, second or a vote; it would simply be a unilateral request of an individual Council member and this item would then be added as the last item under New Business. As with all agenda items, the public will have the opportunity to comment prior to a motion being placed on the floor and their comment(s) may persuade the Council to remove the item from the Consent Agenda and place under New Business for discussion.*

- A. Approval of the Town Council Regular meeting minutes – March 21, 2024.
- 8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING:
  - A. Presentation of Town's Financial Statements and Independent Auditor's Report for the Fiscal Year ending September 30, 2023, as prepared by BMC, CPAs.
- 9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS:
  - A. Review of final site development plan for Sailfish Marina – 4912 Sailfish Drive; FDP #39-2023
- 10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:
  - A. Ordinance 2024-01 – 2<sup>nd</sup> Reading – Amendments to beach addressing requirements.
- 11. ORDINANCES (FIRST READING) AND RESOLUTIONS:
  - A. Ordinance 2024-02 – 1<sup>st</sup> Reading – Granting a non-exclusive electric utility franchise to Florida Power & Light Company.
  - B. Resolution 2024-05 – Updating the Town's fee schedule.
  - C. Resolution 2024-06 – Historic Tree designation at Ponce Preserve
  - D. Resolution 2024-07 – Supporting Volusia County's beach feasibility study
- 12. OLD BUSINESS: *None.*
- 13. NEW BUSINESS:
  - A. Fifth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement between the Town of Ponce Inlet and the City of Port Orange.
- 14. FROM THE TOWN COUNCIL:
  - A. Vice-Mayor Smith, Seat #5
  - B. Councilmember Villanella, Seat #4



- C. Councilmember White, Seat #3
  - D. Councilmember Milano, Seat #2
  - E. Mayor Paritsky, Seat #1
15. FROM THE TOWN MANAGER.
16. FROM THE TOWN ATTORNEY.
17. CITIZENS' PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*
19. ADJOURNMENT.

Upcoming Town Council meeting(s) and Important date(s):

- Tuesday, May 7, 2024, 2:00 p.m. – Regular Council meeting.

*If a person decides to appeal any decision made by the Town Council with respect to any matter considered at a meeting or hearing, he/she will need a record of the proceedings and that for such purpose, he/she may 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. Persons who require accommodation to attend this meeting should contact the Ponce Inlet Town Hall at 236-2150 at least 48 hours prior to the meeting to request such assistance.*



**ATTACHMENT #4:**  
**INTERLOCAL AGREEMENT**  
**FIFTH AMENDMENT**



**FIFTH AMENDMENT TO  
RESTATEMENT AND AMENDMENT TO SEWER  
SERVICES INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF PONCE INLET, FLORIDA AND THE  
CITY OF PORT ORANGE, FLORIDA**

This Fifth Amendment to the Restatement and Amendment to Sewer Services Interlocal Agreement Dated March 26, 1993, between the Town of Ponce Inlet, Florida and The City of Port Orange, Florida ("Agreement") is entered into between the Town of Ponce Inlet, Florida ("Town") and the City of Port Orange ("City") (collectively referred to as the "Parties").

WHEREAS, the City presently owns a sewer system serving the Town; and

WHEREAS, the Parties have, since 1993, entered into an agreement, as amended, for sewer services; and

WHEREAS, a Restatement and Amendment was entered into between the Town and the City, and recorded on January 20, 2004 in Official Records Book 5243 at Page 4473 in the Public Records of Volusia County, Florida ("Restatement"); and

WHEREAS, an Amendment to the Restatement was entered into between the Parties, and recorded on July 31, 2007 in Official Records Book 6102 at Page 1652 in the Public Records of Volusia County, Florida ("Amendment"); and

WHEREAS, a Second Amendment to the Restatement was entered into between the Parties on May 21, 2013, and recorded in Official Records Book 7274 at Page 1524 in the Public Records of Volusia County, Florida ("Second Amendment"); and

WHEREAS, a Third Amendment to the Restatement was entered into between the Parties on April 18, 2017, and recorded in Official Records Book 7892 at Page 628 in the Public Records of Volusia County, Florida ("Third Amendment"); and

WHEREAS, a Fourth Amendment to the Restatement was entered into between the Parties on September 15, 2020, and recorded in Official Records Book 7917 at Page 1397 in the Public Records of Volusia County, Florida ("Fourth Amendment"); and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

WHEREAS, the City's sanitary sewer within the Town, as part of the septic-to-sewer conversion project, requires an extension of the centralized sewage collection system, which will provide service to over 400 parcels; and

WHEREAS, the Town has funded the preparation of the engineering design plans by Mead & Hunt, Inc., dated August 1, 2023, to construct the septic-to-sewer project, and



said plans have been reviewed and accepted by the City; and

WHEREAS, the Town has been responsible for securing the necessary permitting to enable the construction of the septic-to-sewer project; and

WHEREAS, the Town is now in the process of securing a \$10,400,000 SRF 100% principal forgiveness loan ("SRF Loan") for construction funding from the Florida Department of Environmental Protection's Supplemental Appropriations for Hurricanes Fiona and Ian (SAHFI) program; and

WHEREAS, the Town has hired the firm of Mead & Hunt, Inc. for funding and bidding assistance associated with securing the SRF Loan and selection of one or more contractors for construction; and

WHEREAS, the City and the Town now wish to jointly fund the construction of the septic-to-sewer project for unserved properties in the Town through an agreed-upon division of roles and responsibilities; and

WHEREAS, constructing the septic-to-sewer project serves valid public and proprietary purposes of the Parties; and

WHEREAS, a Fifth Amendment is necessary to jointly fund and construct the septic-to-sewer project to serve remaining unserved properties in the Town.

NOW, THEREFORE, THE PARTIES AGREE THAT THE RESTATEMENT IS HEREBY AMENDED AS FOLLOWS:

1. The above recitals are incorporated as if fully set forth herein.
2. The purpose of this amendment is to define the roles and responsibilities of the Town and the City with respect to jointly funding and constructing the project entitled, "Town of Ponce Inlet Septic-to-Sewer Phases 1 and 2" (the "Project"), as described in **Exhibit "1"** attached hereto (FDEP Request for Inclusion on the Clean Water Priority List). This amendment defines the financial obligations of both Parties and defines the tasks to be completed by each. The amendment acknowledges existing grants and the potential for future grants that may be pursued for this project.
3. **Roles and Responsibilities – Funding & Bidding Assistance.** The parties agree to share the costs for Mead & Hunt's "SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2" services as outlined in the scope of services dated February 28, 2024 (attached hereto as **Exhibit "2"**), consistent with the percentage split recommended by Mead & Hunt in its letter dated March 19, 2024 (attached hereto as **Exhibit "3"**). Such costs shall be shared as follows:

- a. **The Town - 28 %**
- b. **The City - 72 %**



4. **Roles and Responsibilities – Construction Costs.** The SRF Loan funded by FDEP for construction of the Project is a “not to exceed” amount of \$10,400,000. However, in the event the cost to construct the Project exceeds this amount, it is agreed that the Town and the City will divide and share the remaining costs for construction of the Project as follows:

- a. **The Town** - 100% of the demolition, construction, reconstruction or improvements to the water distribution system, streets, roads, sidewalks, and rights-of-way, including drainage, pavement, and restoration of the right-of-way. Construction supervision, quality assurance, quality control and maintenance of the drainage, pavement and surface right-of-way features shall be the Town’s responsibility.
- b. **The City** - 100% of the demolition, construction, reconstruction or improvements to the sewer system, lift station and force main components. Construction supervision, quality assurance, quality control and maintenance of the sewer mains, manholes, service laterals (up to the property line), lift station and force main shall be the City’s responsibility.
- c. **The Town and the City** – Site Preparation as defined in the construction documents will be split 50/50 between both parties.

5. The Parties contemplate the Project described herein will be procured through the competitive bid process. The bid schedule shall be formatted to support the above-referenced items. The actual bid amount for line items in the bid schedule will be used as the basis for calculating the cost to be paid by the Parties. The bid award will be used based upon the bid from the lowest responsible and responsive bidder.

6. The SRF Loan funded by FDEP in an amount not to exceed \$10,400,000 for this Project shall be shared proportionally by the Town and the City based upon the actual bid amounts and assigned based upon the division of costs and responsibilities as set forth in Paragraph 4. Any future grants for construction to either Party shall be shared proportionally by the Town and the City based upon the actual bid amounts and assigned based upon the division of costs and responsibilities as set forth above in Paragraph 4.

7. The Town intends to pursue additional grant funding with FDEP. The grant is intended to defray the cost to property owners for septic tank abandonment and connection to the central sewer collection system, and to completely fund the project if necessary. If the grant is received, the funds will go to defray homeowner costs or fees. The disbursement methodology will be determined by the Town.

8. This Fifth Amendment is made pursuant to Section 15 of the Restatement.

9. The provisions of this Fifth Amendment shall prevail against any conflict with provisions of the Restatement, the Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment. Otherwise, all other terms and conditions of the Restatement, the Amendment, the Second Amendment, Third Amendment, and the Fourth Amendment shall remain in full force and effect.

10. This Fifth Amendment may be executed in counterparts and shall take effect upon

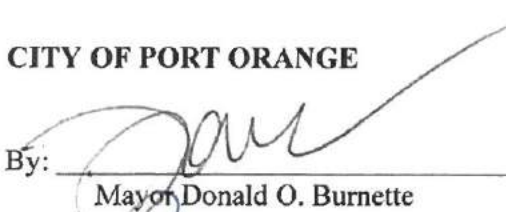


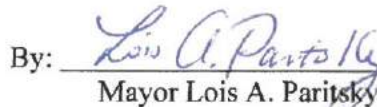
execution by the appropriate officials from the City and the Town. This Fifth Amendment may be amended only through an instrument of equal formality signed by the respective Parties as set forth in Paragraph 15 of the Restatement.

IN WITNESS THEREOF, the Parties hereto have executed this Fifth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

**CITY OF PORT ORANGE**

**TOWN OF PONCE INLET**

By:   
Mayor Donald O. Burnette

By:   
Mayor Lois A. Paritsky


Attest:   
Robin Fenwick, MMC, City Clerk

Attest:   
Kim Cherbano, Town Clerk

Date: 5/7/2024

Date: 5/7/2024

Approved as to form and legality:

  
Matthew J. Jones, City Attorney

  
Clifford B. Shepard, Town Attorney







# Florida Department of Environmental Protection

## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program  
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

Type of Loan Requested in this Application. Select only one loan category and project type.

Loan Category: Planning ☐ Design ☐ Inflow/Infiltration Rehabilitation ☐ Construction ☒  
Project Type: Design/Bid/Build ☒ Design/Build (D/B) ☐ Construction Manager at Risk (CMR) ☐

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

### 1. Applicant's Name and Address.

Project Sponsor: Town of Ponce Inlet Contact Person: Kim McColl Title: Finance Director  
4300 South Atlantic Avenue Ponce Inlet Volusia FL 32127  
(street address) (city) (county) (state) (zip code)  
3862362150 kmccoll@ponce-inlet.org  
(telephone) (ext.) (email address)

Contact Person Address (if different): \_\_\_\_\_  
(street address) (city) (state) (zip code)

### 2. Name and Address of Applicant's Consultant (if any).

Firm: Mead & Hunt Contact Person: Casey Cissel Title: Project Manager  
4401 Eastport Pkwy Port Orange Volusia FL 32127  
(street address) (city) (county) (state) (zip code)  
3864145062 cassandra.cissel@meadhunt.com  
(telephone) (ext.) (email address)

### 3. Certification by Authorized Representative. I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

mdisher@ponce-inlet.org \_\_\_\_\_  
(email address) (date)  
Mike Disher Town Manager  
(name, typed) (title)

(signature)



## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

### 4. Eligible Projects.

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

### 5. Project Information (Please attach).

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

### 6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

- |  |                   |
|--|-------------------|
| a. Planning and/or SSES including geotechnical studies and surveying         | _____             |
| b. Design  | _____             |
| c. Special Studies including feasibility studies                             | _____             |
| d. Eligible Land (necessary land divided by total land times purchase price) | _____             |
| e. Construction, Equipment, Materials, Demolition and Related Procurement    | <u>8,000,000</u>  |
| f. Construction Contingency (10% of Item e)                                  | <u>1,600,000</u>  |
| g. Technical Services during Construction                                    | <u>800,000</u>    |
| h. Sum of Items a. through g.  | <u>10,400,000</u> |

### 7. Project Schedule.

(Month and Year)

- |  |                  |
|--|------------------|
| a. Submit the planning or SSES documentation   | <u>complete</u>  |
| b. Submit the design documents, obtain permits, and acquire sites (as necessary)       | <u>Feb. 2024</u> |
| c. Start activity (such as construction or non-structural best management practice)    | <u>June 2024</u> |
| d. Complete activity (such as construction or non-structural best management practice) | <u>Dec. 2025</u> |

### 8. Population

- |   |             |
|---|-------------|
| a. Population served by the system        | <u>3411</u> |
| b. Population to be served by the project | <u>3411</u> |

### 9. Project Priority

#### a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.



## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	<u>8000000</u>
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	<u>8000000</u>
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	_____
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	_____
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	_____
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____
b. Restoration and Protection of Special Water Bodies.		
In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.		
1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan.		<input type="checkbox"/>
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers.		<input type="checkbox"/>
c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.		
1. Elimination of Ocean Outfalls.	15 points	<input type="checkbox"/>
2. Consistency with an Integrated Water Resource Management (One Water) plan.	15 points	<input type="checkbox"/>
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.		
	1000 divided by the affordability Index = _____ points.	
4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C.	25 points	<input type="checkbox"/>
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C.	25 points	<input type="checkbox"/>

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to [SRFRFI@FloridaDEP.gov](mailto:SRFRFI@FloridaDEP.gov).



The Town of Ponce Inlet Septic to Sewer Phase 1 and 2 projects includes the construction of six (6) individual projects. These projects are located in the Town of Ponce Inlet which is situated between the Halifax River and the Atlantic Ocean. Per the Florida Department of Health's "Assessment of Nitrogen Contribution from Onsite Wastewater Treatment Systems (OWTS) in the Wekiva Study Area of Central Florida" it is estimated that nitrogen input into the environment per capita leaving a septic tank varied between 7.3 and 14.7 lb. per person per year. Ponce Inlet has approximately 2 residents per house which would equate to roughly 29 lb./year per house of nitrogen from every septic tank.

The Project satisfies goals described within the Hurricane Ian Special Appropriation Florida Requirements guidance for the following purposes:

- Reduce flood or fire damage risk and vulnerability as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA
- Enhance resiliency to rapid hydrologic change or natural disaster as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

Specific project elements that meet the program goals are listed below:

**I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**

- a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
  - i. *Project includes provisions for emergency power at the proposed lift station site.*
- b. Replacement of damaged equipment with more energy efficient equipment
  - i. *Project includes replacement of septic tanks and drainfields with a centralized sewer system conveying flow to pump stations and ultimately the WWTP for treatment. Septic tank and drainfields in the waterfront community currently discharge excess nutrients into the adjacent waterbodies. During storm events saturated drainfields often prohibit the use of septic systems for prolonged periods of time. Installation of new centralized gravity collection systems will dramatically improve resiliency on this barrier island.*
- c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Installation of submersible pumps
    - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*



- Waterproofing electrical components (e.g., pump motors)
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Waterproofing circuitry
  - i. *Project includes a new control panel with 316 SS, NEMA 4X control panels for continuous, all-weather operation. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*
- Dry floodproofing/sealing of structure to prevent floodwater penetration
  - i. *In addition to the gravity collection sewers and roadway rehabilitation, the project will include a new lift station with two (2) submersible pumps. The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions. This project also includes some changes to existing grades for current flooded roadways that will be raised as part of the roadway reconstruction.*
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
  - i. *The proposed lift station design will meet all current building code and wind load criteria for the state of Florida.*

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures

- i. *The new lift station and control panel will be constructed above the 100-year flood plain and storm surge elevation. The submersible pump design may operate for extended period in submerged conditions.*

e. SCADA system projects to allow remote or multiple system operation locations or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system

- i. *New SCADA systems installed for the lift station, installed in 316SS NEMA 4X panels and moved to a safe location.*

The construction of Phase 1 and 2 of the septic to sewer project would eliminate +/- 11,745 lb./yr of nitrogen from the environment. Cumulatively in all projects within Phase 1 and 2 the following will be constructed;

- 20,310 LF of 8" gravity sewer
- 2,820 LF of 12" gravity sewer
- 97 manholes



- 379 sewer services
- One (1) Lift Station
- Demo one (1) Lift Station
- 202 water services (replace or install)

A breakdown of each subproject is listed below.

### **Phase 1**

- A1A Sewer Extension
  - Project 1A – Construction of approximately 300 LF of force main
  - Project 1B – Construction of approximately 800 LF of force main
  - Project 1C – Construction of approximately 350 LF of force main
- Lighthouse Shores – Construction of approximately 6,390 LF of 8" gravity sewer, 24 manholes, 124 sewer services, and installation or replacement of 65 water services.
- Jennifer Circle/Bay Harbor Dr – Construction of approximately 3,400 LF of 8" gravity sewer, 1,000 LF of 12" gravity sewer, 19 manholes, 70 sewer services, and installation or replacement of 42 water services.
- West Beach St. – Construction of approximately 2,800 LF of 8" gravity sewer, nine (9) manholes, 29 sewer services, and installation or replacement of 20 water services.

### **Phase 2**

- Oceanside Village – Construction of approximately 6,220 LF of 8" gravity sewer, 1,820 LF of 12" gravity sewer, 36 manholes, 1,580 LF of force main, 156 sewer services, and installation or replacement of 75 water services.
- Lighthouse Preservation – Construction of approximately 1,500 LF of 8" gravity sewer, 9 manholes, 340 LF of force main, 11 sewer services, construction of one (1) lift station, demolition of one (1) lift station, and installation or replacement of 7 water services.

### **Budget**

Estimated Construction Cost, Ph 1 & 2	\$8,000,000
Contingency @ 20%	\$1,600,000
CEI Services @ 10%	\$ 800,000
<b>Estimated Grand Total</b>	<b>\$10,400,000</b>



### **Schedule**

Design	Complete
Permitting	February 2024
Bidding	March – April 2024
Bid Review and Award	May 2024
Construction	June 2024 – December 2025





**Mead & Hunt**

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such reuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

## Town of Ponce Inlet Septic to Sewer

Project Service Areas



# **EXHIBIT A: For the 2/14/2024 FY 2024 Priority List Adoption Meeting**

## **FY2024 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION ISSUES AND RECOMMENDATIONS, Ch. 62-503, Florida Administrative Code**

- 1.) The P.L. 117-328 2023 Consolidated Appropriations Act requires State administer the Supplemental Appropriation for Hurricane Fiona & Ian (SAHFI) funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. The Department has determined based on allocated funding that sufficient funds will be available to allow a \$19,823,318 cap per sponsor. Projects listed with additional need will be moved to a waiting list for the remaining amount and will be eligible to compete for any reallocated funds at future Project Priority List meetings.

The CWSRF SAHFI Projects are:

	PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE		ALLOCATED PRINCIPAL FORGIVENESS
								LISTING AMOUNT		
1	LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
2	Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
3	Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
4	Welaka**	363	54050	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
5	Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$4,996,000	\$	4,996,000
6	Fort Meade**	360	53113	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
7	Avon Park*	350	28044	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$6,130,000	\$	6,130,000
8	Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$2,520,000	\$	2,520,000
9	Daytona Beach Shores	351	82702	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
10	Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$14,550,000	\$	14,550,000
11	Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
12	Holly Hill*	350	6410A	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
13	Lake Wales*	350	5303E	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$9,300,000	\$	9,300,000
14	Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$7,350,110	\$	7,350,110
15	Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
16	Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
17	Ponce Inlet	350	64141	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$	19,823,318
18	Port Orange*	350	64041	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,400,000	\$	10,400,000
								\$15,150,000	\$	15,150,000

\* - Financially Disadvantaged Community  
\*\* - Small Disadvantaged Community



19	Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$19,823,318	\$ 19,823,318
20	Cocoa Beach	349	05064	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$15,024,000	\$ 15,024,000
21	Howey-in-the-Hills	340	35023	CW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$3,185,000	\$ 3,185,000
22	Fort Myers Beach	107	36088	SW/Plan/Design/Const.	02/14/24	08/12/24	11/10/24	\$10,753,392	\$ 10,753,392

FINANCIALLY DISADVANTAGED COMMUNITY = \$164,386,018		TOTAL SAHFI PROJECTS = \$317,415,000	
STATE DEFINED SMALL DISADVANTAGED COMMUNITY = \$90,419,272		TOTAL ALLOCATED PRINCIPAL FORGIVENESS = \$317,415,000	

Staff recommends adding these projects to the fundable portion of the FY 2024 project priority list for the amounts as shown.

- 2.) Projects being added to the list in Issue 1 above whose project costs exceed the \$19,823,318 million sponsor cap will be placed on the waiting portion of the project priority list for the unfunded amount. They are:

PROJECT SPONSOR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
LaBelle**	387	26038	CW/Plan/Design/Const.	02/14/24	\$13,918,682
Arcadia**	368	14016	CW/Plan/Design/Const.	02/14/24	\$4,537,946
Eatonville**	363	48029	CW/Plan/Design/Const.	02/14/24	\$18,749,303
Mascotte**	361	35124	CW/Plan/Design/Const.	02/14/24	\$3,576,682
Charlotte County	352	0802K	CW/Plan/Design/Const.	02/14/24	\$97,838,142
Fort Myers	350	3604E	CW/Plan/Design/Const.	02/14/24	\$34,176,682
Groveland*	350	35066	CW/Plan/Design/Const.	02/14/24	\$31,531,682
Lee County	350	3602C	CW/Plan/Design/Const.	02/14/24	\$188,766,682
Leesburg*	350	35101	CW/Plan/Design/Const.	02/14/24	\$21,076,682
Montverde	350	35133	CW/Plan/Design/Const.	02/14/24	\$15,633,682
Punta Gorda	350	08033	CW/Plan/Design/Const.	02/14/24	\$20,076,682

WAITING PORTION TOTAL = \$ 449,882,847

Projects added to the waiting portion of the project priority list for FY 2024 may be elevated to the fundable portion of the list if unused funds become available

\* - Financially Disadvantaged Community  
\*\* - Small Disadvantaged Community



3.)		SOURCES AND USES OF FUNDS	
	FEDERAL FUNDS	<u>SOURCE OF FUNDS</u>	FY 2024
	FY 2024 SRF SAHFI CWSRF Capitalization Grant for Projects		\$ 317,415,000
	<u>TOTAL FUNDS AVAILABLE</u>		<u>\$ 317,415,000</u>
		<u>USE OF FUNDS</u>	
	SAHFI Projects on SFY 2024 Priority List (Forgivable Loan)		\$317,415,000
	<u>TOTAL FUNDS OBLIGATED</u>		<u>\$317,415,000</u>
		BALANCE OF LOAN FUNDS for PROJECTS =	\$ .

\* - Financially Disadvantaged Community  
 \*\* - Small Disadvantaged Community



EXHIBIT 2



February 28, 2024

Mike Disher, AICP  
Town Manager  
Town of Ponce Inlet  
4300 S. Atlantic Ave.  
Ponce Inlet, FL 32127

Email: [mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org)

**Subject: SAHFI Funding and Bidding Assistance – Sewer Resilience Phases 1 & 2.**

Dear Mr. Disher:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for funding and bidding assistance for the above referenced project. Tasks to be performed include: SRF Facility Plan and loan application preparation, interlocal agreement assistance and bidding assistance.

A grant application for the FDEP Clean Water State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Fiona & Ian (SAHFI) was submitted for a total of \$10.40 M. The loan request for inclusion was successfully received and included in the Intended Use Plan (IUP). The application was approved for consideration at the public hearing dated February 14, 2024. This program requires the Town to submit a Clean Water SRF Facility Plan, which is complete and submitted for review. Upon award, the loan will be administered as a SRF loan with 100% principal forgiveness.

The tasks described define requisite activities required up until the time of bid award. A subsequent proposal will be prepared for technical services during construction including construction engineering and inspection (CEI) and grant compliance/documentation. Thank you for this opportunity to continue to be of service.

Sincerely,  
MEAD & HUNT, Inc.

A handwritten signature in cursive script that reads "Sheryl Parsons".

Sheryl Parsons  
Regional Funding Practice Leader/Water

A handwritten signature in cursive script that reads "Cassandra Cissell".

Cassandra "Casey" Cissell, PE  
Project Manager

SP/CMC

Enclosure     Scope of Services and Fee Estimate  
cc: Kim McColl – Town of Ponce Inlet



**TOWN OF PONCE INLET  
SCOPE OF SERVICES  
FOR  
SAHFI FUNDING ASSISTANCE – SEWER RESILIENCE PHASE 1 & 2.**

This Task Order is in conformance with the Addendum to the Agreement for Professional Engineering Services Contract dated February 21, 2002, between the Town of Ponce Inlet (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL**

The Town of Ponce Inlet completed the Septic to Sewer Phase 1 and 2 project in 2023. Funding the project was then the Town's priority. The Town is currently scheduled to receive \$10,400,000 from FDEP's supplemental appropriation for Hurricanes Fiona and Ian (SAHFI). This funding is a state revolving fund (SRF) loan with 100% principal forgiveness. As such, the loan has specific requirements including a facility plan and loan agreements that will need to be completed prior to construction. The following items will need to be completed prior to the August 12, 2024, deadline;

- Clean Water Facility Plan
- Loan Application
- Interlocal agreement between the Town and City of Port Orange

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – PROJECT MANAGEMENT**

**Project Coordination**

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated seven (7) month project duration.

**Project Kick-Off Meeting**

MEAD & HUNT will coordinate and conduct one (1) virtual project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

**Quality Assurance / Quality Control**

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.



**Deliverables – Project Management**

- Kick-Off Meeting Agenda and Summary

**PHASE 2 – CLEAN WATER SRF FACILITY PLAN**

**TASK 1 – Clean Water Facility Plan Preparation**

MEAD & HUNT will prepare a Clean Water Facility Plan for Sewer Resilience Phase 1 & 2 (Septic to Sewer Phase 1 and 2) project. This project includes the septic to sewer conversion in six (6) areas in Ponce Inlet. Project Areas include, the A1A sewer extension, Lighthouse Shores, Oceanside Village, Jennifer Circle/Bay Harbor, West Beach Street, and Lighthouse Preservation. This project will provide roughly 405 parcels access to a centralized sewer system. It is assumed one (1) meeting will be held to review a draft of the Facility Plan prior to finalization.

The CWSRF Facility Plan will be written to meet the requirements listed in section 62-552.700 (4) F.A.C which includes the following:

- A. Executive summary
  - a. A project description, including identification of planning and service areas.
  - b. An explanation of the need or justification for the project.
  - c. A project location map. This map will clearly show the precise location of the proposed project with roadways being legibly labeled.
- B. Environmental effects
  - a. A discussion of the environmental benefits associated with the proposed project.
  - b. A discussion if the proposed project will have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
  - c. A discussion if the proposed project will have any significant adverse human health or environmental effects on minority or low-income communities.
  - d. An explanation of what investigations/site visits were performed to determine the environmental effects of the proposed project.
- C. Development of alternatives and selection of a preferred alternative
  - a. A description of the existing and recommended improvements.
  - b. A comparison of at least three (3) feasible alternatives and recommendation of the selected alternative.
  - c. Preliminary design information, calculations, and a conceptual cost estimate for the selected alternative.



D. Public Participation Process

- a. Evidence that a public meeting was held to explain the project, including alternatives considered and cost and impact on user charges; and enabled public participation in evaluating project alternatives.
- b. Meeting local requirements for advertising the public meeting.
- c. Provide minutes of public meeting and include a copy of the advertisement.

E. Financial Feasibility

- a. An Identification of revenues to be dedicated to repaying the loan.

F. Schedule

- a. A Schedule for implementing the recommended facilities.

G. Adopting Resolution

- a. A Specific Authorization to implement the planning recommendations.

**TASK 2 – Capital Finance Plan Assistance**

MEAD & HUNT will provide Capital Finance Planning (CFP) assistance. MEAD & HUNT assumes that information pertaining to rates and other financials to be provided by the OWNER or Raftelis. The CFP is a financial document which details the ability of the utility to generate sufficient revenue to repay the loan and meet existing and future operating expenses and debt service obligations. The CFP details current and projected operating expenses, debt service obligations, miscellaneous expenses, existing and projected revenues, and other sources of income which will be used to repay the loans.

**PHASE 3 – LOAN APPLICATION PREPARATION**

MEAD & HUNT will review the loan offer from the SAHFI and prepare the loan documents necessary for the award of the loan.

The application package generally consists of an application form and a series of attachments. The completed application package will be submitted to the funding agency. Submission of the completed application does not always guarantee approval. It may be based on timely submittal and availability of the agency's funds.

**PHASE 4 – INTERLOCAL AGREEMENT ASSISTANCE**

MEAD & HUNT will provide technical assistance and support in an effort to develop and obtain an interlocal relationship between the Town of Ponce Inlet and City of Port Orange. It is assumed that a maximum of five (5) meetings will be held over the course of drafting the agreement. It is also assumed that both the Town and City will have their legal department involved to review for both sides.



### **PHASE 5 – CONFORM BID DOCUMENTS**

The funding is being obtained for the construction of both Phases 1 and 2. As such MEAD & HUNT will make the required modifications to conform to the plans and specifications in accordance with preferred bidding strategies.

### **PHASE 6 – BIDDING ASSISTANCE**

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

#### **Bidding and Contract Documents**

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

#### **Pre-Bid Meeting**

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project.

#### **Addenda**

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

#### **Bid Opening**

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

#### **Bid Review and Recommendation of Award**

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if



**ATTACHMENT #5:**  
**DESCRIPTION OF CONSTRUCTION**  
**ACTIVITIES**



## **The Town of Ponce Inlet, CW SRF (SAHFI)**

### **Septic to Sewer, Phases 1 and 2**

#### **Description of Construction Activities**

- The replacement of septic tanks and drain fields with a centralized sewer system conveying flow to pump stations and ultimately the WWTP for treatment.
- Approximately 390 sewer services, and installation or replacement of approximately 209 water services.
- Construction of approximately 7,720' of 8" gravity sewer and 97 manholes.
- A new lift station and continuous, all-weather control panel constructed above the 100 year flood plain and storm surge elevation. The lift station will include (2) submersible pumps capable of operating for extended periods in submerged conditions.
- The installation of back-up a back-up generator at the lift station site, located above the 100-year flood plain and storm surge elevation.
- The lift station will also meet all current building codes and wind criteria for the State of Florida.
- A new SCADA system for the lift station, installed in a safe location.
- Roadway rehabilitation, including raising existing grades for areas vulnerable to flooding.



**ATTACHMENT #6:**  
**DESCRIPTION OF CURRENT DEBT**  
**OBLIGATIONS**



## **Ponce Inlet**

### **Description of Current Debt Obligations**

1. FDEP DWSRF 641400: In June 2015, the Town entered into a state revolving fund loan agreement with the State of Florida Department of Environmental Protection to finance the construction of public water systems. The loan is secured by pledged revenues generated by the Town's water system. The original loan in the amount of \$1,122,126 bears interest at 1.01% per annum. The loan is payable in semiannual payments due in May and November and becomes due in May 2037. The aggregate balance due as of September 30, 2023 was \$805,276.
2. FDEP CWSRF 40101P: In October 2004, the Town entered into a state revolving loan agreement with the State of Florida Department of Environmental Protection to finance the planning, design, and construction of stormwater pollution control facilities. The loan is secured by specific pledged revenues which include the Town's cell tower lease revenue, one to six cents local option fuel taxes, telecommunications excise taxes and a pledged annual transfer of \$25,000 from the utility enterprise fund. The original loan bears interest at 2.95% per annum for the first disbursement of \$96,559, 2.65% per annum for the first loan amendment disbursement of \$1,668,216, and 2.57% for the second loan amendment disbursement of \$303,500 and 2.62% for the third loan amendment disbursement of \$303,500. The loan is payable in semiannual payments due in March and September and becomes due in September 2026. The aggregate balance due as of September 30, 2023 was \$448,729.



**ATTACHMENT #7:**  
**LEGAL OPINION**



June 20, 2024

Ms. Angela Knecht  
Program Administrator  
State Revolving Fund Management  
3900 Commonwealth Blvd., Mail Station 3505  
Tallahassee, Florida 32399-3000

Re: 64141 – Town of Ponce Inlet  
Septic to Sewer Phases 1 and 2

Dear Ms. Knecht:

I am the duly appointed Town Attorney for the Town of Ponce Inlet. The Town proposes to borrow \$10,400,000 (with 100% principal forgiveness) from the Clean Water State Revolving Fund, Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to convert at least 390 septic systems to sewer, construct (1) lift station (and demolish the existing) and install or replace 209 water services. Additionally, the project will include approximately 20,000 linear feet of gravity sewer, approximately 1,450 linear feet of force main, and at least 97 manholes. Since the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

Clifford B. Shepard  
Town Attorney  
Town of Ponce Inlet



**ATTACHMENT #8:**  
**AUTHORIZING RESOLUTION**



## **RESOLUTION NO. 2024-11**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO SUBMIT A LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Section 166.111 and Section 403.8532 provide legal authority for loans to local government agencies to finance construction improvements such as the Town of Ponce Inlet's Septic-to-Sewer project, Phases 1 and 2; and

**WHEREAS**, the Florida Administrative Code requires authorization from the governing body to apply for loans; to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the Clean Water State Revolving Fund (CWSRF) loan priority list designates the Town's Septic-to-Sewer project, Phases 1 and 2 (designated Project No. 64141) as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

**WHEREAS**, the Town of Ponce Inlet, Florida, intends to enter into a loan agreement with the Florida Department of Environmental Protection (FDEP) under the Clean Water State Revolving Fund for project financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The Town of Ponce Inlet, Florida, is authorized to apply for a loan through FDEP's CWSRF program in the amount of \$10,400,000 to finance construction of its Septic-to-Sewer projects, Phases 1 and 2.

**SECTION 3.** This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

**SECTION 4.** The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.



**SECTION 5.** The Town Manager is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Town Manager is authorized to represent the Town in carrying out the Town’s responsibilities under the loan agreement. The Town Manager is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**SECTION 6.** All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION 7.** If any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this resolution.

**SECTION 8.** This resolution shall become effective immediately upon its adoption.

It was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ that said resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat#4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 20<sup>th</sup> day of June 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim Cherbano, Town Clerk



**ATTACHMENT #9:**  
**AUDIT REPORT – 9/30/22**



# **FINANCIAL STATEMENTS**

**TOWN OF PONCE INLET, FLORIDA**

For the Year Ended September 30, 2022  
With Independent Auditors' Reports

## **MAYOR**

Honorable Lois A. Paritsky

## **VICE MAYOR**

Gary L. Smith

## **TOWN COUNCIL MEMBERS**

Elizabeth Caswell  
Bill Milano  
Joe Villanella

## **TOWN MANAGER**

Michael E. Disher



**ATTACHMENT #10:**  
**AUDIT REPORT – 9/30/23**



# **FINANCIAL STATEMENTS**

**TOWN OF PONCE INLET, FLORIDA**

For the Year Ended September 30, 2023  
With Independent Auditors' Reports

## **MAYOR**

Honorable Lois A. Paritsky

## **VICE MAYOR**

Gary L. Smith

## **TOWN COUNCIL MEMBERS**

Skip White  
Bill Milano  
Joe Villanella

## **TOWN MANAGER**

Michael E. Disher



**ATTACHMENT #11:**  
**RESOLUTION 2023-15**  
**WATER RATES**



## **RESOLUTION 2023-15**

**A RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA AMENDING RATES IN APPENDIX A OF THE TOWN CODE OF ORDINANCES, PART X (WATER SERVICE); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Ponce Inlet last updated its fees for water service via Resolution 2018-08; and

**WHEREAS**, after having maintained the same water rate since 2018 and experiencing annual cost increases associated with providing this service, the Town conducted a Water Enterprise Revenue Sufficiency Review, the results of which were presented to the Town Council on August 17, 2023; and

**WHEREAS**, the Water Enterprise Revenue Sufficiency Review recommends that the Town increase its fees for water service to reflect the increased cost of providing such service; and

**WHEREAS**, based on the Water Enterprise Revenue Sufficiency Review, the Town Council finds it is prudent to revise and update the water service rates; and

**WHEREAS**, the water service rate increase has been noticed to utility customers as required pursuant to F.S. 180.136.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA AS FOLLOWS:**

**NOTE:** Underlined words constitute additions to Appendix A of the Town Code of Ordinances, Part X (Water Service), ~~strike through~~ constitutes deletions, and asterisks (\*\*\*) indicate an omission from the existing text of said Appendix A which is intended to remain unchanged.

### **SECTION 1. AMENDING WATER SERVICE RATES**

Part X of Appendix A of the Town of Ponce Inlet Code of Ordinances is hereby amended as follows:

#### **PART X – WATER SERVICE**

- (1) Water service:
  - a. Monthly unit gallonage charge:



Quantity	Fiscal Year, October 1 through September 30				
	2023/24	2024/25	2025/26	2026/27	2027/28
Monthly base charge, first 2,000 gallons or less	\$23.00	\$23.92	\$24.87	\$25.86	\$26.63
Each additional 1,000 gallons (all users)	\$7.84	\$8.15	\$8.47	\$8.80	\$9.06

- b. Fire mains (any size without meter):  
Installation .....\$1,000.00

	Fiscal Year, October 1 through September 30				
	2023/24	2024/25	2025/26	2026/27	2027/28
Monthly rate	\$28.75	\$29.90	\$31.09	\$32.33	\$33.29

Deposit .....\$100.00

Note: All fire mains must be available for inspection at all times.

- c. Beginning on October 1, 2028, unless otherwise amended, the water service rates above shall be automatically adjusted each year by the greater of:
- (i) three (3.0) percent
  - OR
  - (ii) one (1.0) percent plus the annual change to the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the Bureau of Labor Statistics as of May 31<sup>st</sup> of each year.
- All percentage adjustments shall be rounded down to the nearest whole cent.

\* \* \*

## **SECTION 2. PROVIDING FOR CODIFICATION**

It is the intent of the Town Council of the Town of Ponce Inlet that the provisions of this Resolution shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Resolution.

## **SECTION 3. CONFLICTING RESOLUTIONS**

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

## **SECTION 4. SEVERABILITY**

If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portion(s) of this Resolution.



## SECTION 5. EFFECTIVE DATE

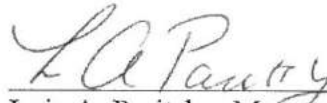
This resolution shall take effect immediately upon adoption. The water service rates described in Section 1 above shall become effective with the first full billing cycle after September 30, 2023, and each year thereafter.

It was moved by Councilmember Villanella and seconded by Councilmember Milano that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

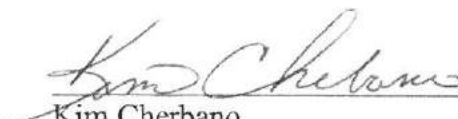
Mayor Paritsky, Seat #1	Yes
Councilmember Milano, Seat #2	Yes
Councilmember Caswell, Seat #3	No
Councilmember Villanella, Seat #4	Yes
Vice-Mayor Smith, Seat #5	Yes

Passed this 21<sup>st</sup> day of September 2023.

Town of Ponce Inlet, Florida

  
Lois A. Paritsky, Mayor

ATTEST:

  
Kim Cherbano  
Town Clerk





**ATTACHMENT #12:**  
**RESOLUTION 2023-17**  
**SEWER RATES**



## **RESOLUTION 2023-17**

**A RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA AMENDING RATES IN APPENDIX A OF THE TOWN CODE OF ORDINANCES, PART XI (SEWER SERVICE) AND PART XII (DEVELOPMENT FEE SCHEDULE FOR WATER AND SEWER SERVICE); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Port Orange owns and operates the sewer system within the municipal limits of the Town of Ponce Inlet; and

**WHEREAS**, per the 1993 Sewer Services Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange, as amended, the Town of Ponce Inlet is required to bill Ponce Inlet property owners for sewer services on behalf of the City of Port Orange under the rates established by the City of Port Orange; and

**WHEREAS**, the Town of Ponce Inlet last updated its sewer service fees via Resolution 2015-13 and its development fees for water and sewer service via Resolution 2009-02; and

**WHEREAS**, on November 14, 2023, the City of Port Orange increased its sewer service, water impact, sewer impact, and sewer connection fees per City Resolution No. 23-26; and

**WHEREAS**, given the recent rate increases for sewer service and related fees adopted by the City of Port Orange, the Town Council must also revise and update the applicable rates it charges to Ponce Inlet property owners pursuant to the 1993 Interlocal Agreement; and

**WHEREAS**, the sewer service rate increases have been noticed to utility customers as required pursuant to F.S. 180.136.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA AS FOLLOWS:**

**NOTE:** Underlined words constitute additions to Appendix A of the Town Code of Ordinances, Part XI (Sewer Service) and Part XII (Development Fee Schedule for Water and Sewer Service); ~~striketrough~~ constitutes deletions; and asterisks (\*\*\*) indicate an omission from the existing text of said Appendix A, which is intended to remain unchanged.

### **SECTION 1. AMENDING SEWER SERVICE RATES**

Part XI of Appendix A of the Town of Ponce Inlet Code of Ordinances is hereby amended as follows:



## PART XI – SEWER SERVICE

- (1) Schedule of monthly sewer charges: The following monthly charges, rounded to the nearest 1,000-gallon increment, shall apply for the use, or availability for use, of the sanitary sewage facilities of the City of Port Orange based on water consumption as shown by monthly meter readings to have been delivered:
- A. *Single-family residential*: The minimum monthly base rate shall be \$15.46 for each unit plus usage billed at \$5.75 per 1,000 gallons for 0—12,000 gallons. Usage over 12,000 gallons will not be billed. A sewer availability charge for non-connected customers shall be billed at the minimum monthly base rate.
  - B. *Multi-family residential*: The minimum monthly base rate shall be \$15.46 for each unit plus usage billed at \$5.75 per 1,000 gallons. A sewer availability charge for non-connected customers shall be billed at the minimum monthly base rate.
  - C. *Commercial*: The minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$5.75 per 1,000 gallons:

Non-Connected	\$15.46
¾-inch meter	\$15.46
1-inch meter	\$25.78
1½-inch meter	\$51.55
2-inch meter	\$82.49
3-inch meter	\$154.66
4-inch meter	\$257.76
6-inch meter	\$515.54
8-inch meter	\$824.85
10-inch meter	\$1,185.73

All percentage adjustments shall be rounded down to the nearest whole cent.

- (2) In accordance with section 78-95 of the town code, a customer is entitled to one pool fill sewer charge abatement per calendar year. Service charge for inspection and special meter reading for abatement of sewer service charges shall be \$40.00. This charge will not be assessed if the service visit is not required because the customer provides a letter from the pool contractor documenting pool water volume or if pool capacity can be determined using an alternate reasonable process.

## **SECTION 2. AMENDING DEVELOPMENT FEE SCHEDULE FOR WATER AND SEWER SERVICE**

Part XII of Appendix A of the Town of Ponce Inlet Code of Ordinances is hereby amended as follows:



## PART XII – DEVELOPMENT FEE SCHEDULE FOR WATER AND SEWER SERVICE

- (1) For each equivalent living unit connected to the system:  
Water service development fee: \$1,931.25 plus \$1,018.00  
Sewer service development fee: \$2,092.50
- (2) For each commercial use connected to the system:  
Water service development fee, \$1,931.25 per equivalent living unit plus \$1,018.00 and the following amount:

Number of Fixture Units	Amount per Fixture Unit: Port Orange	Amount per Fixture Unit: Ponce Inlet	Total Amount per Fixture Unit	Each Fixture Unit Over
0—15	\$0.00	\$0.00	\$0.00	0
16—30	\$129.59	\$67.85	\$197.44	15
31 and above	\$97.19	\$50.88	\$148.07	30

Sewer service development fee, \$2,092.50 per equivalent unit plus the following amount:

Number of Fixture Units	Amount per Fixture Unit	Each Fixture Unit over
0—15	\$0.00	0
16—30	\$139.50	15
31 and above	\$104.63	30

- (3) *Connection charges for sewer service for new construction.* There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is installed by the developer. However, if a service connection is required after construction of the sewer main, or the City of Port Orange pays for a service connection concurrent with sewer line extensions, then the City of Port Orange will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,775 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City of Port Orange is greater than the minimum charge set forth above.
- (4) *Fire hydrant meter assembly deposit.* A deposit of \$1,500 is required on all fire hydrant meter assembly units. A refund is issued upon valid inspection by town staff as to the condition of the unit when returned. Any deductions for damages will be taken from the deposit along with a \$200.00 wear-and-tear charge. The remaining balance of the deposit will then be refunded to the customer.

### SECTION 3. PROVIDING FOR CODIFICATION



It is the intent of the Town Council of the Town of Ponce Inlet that the provisions of this Resolution shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Resolution.

#### **SECTION 4. CONFLICTING RESOLUTIONS**

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

#### **SECTION 5. SEVERABILITY**

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portion(s) of this Resolution.

#### **SECTION 6. EFFECTIVE DATE**

This resolution shall take effect immediately upon adoption. The sewer service rates described in Section 1 above shall become effective for all bills rendered after January 1, 2024. The development fees and connection fees set forth in Section 2 above shall become effective on April 1, 2024.

It was moved by Councilmember Villanella and seconded by Councilmember Milano that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

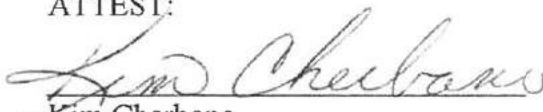
Mayor Paritsky, Seat #1	Yes
Councilmember Milano, Seat #2	Yes
Councilmember White, Seat #3	Yes
Councilmember Villanella, Seat #4	Yes
Vice-Mayor Smith, Seat #5	Yes

Passed this 18<sup>th</sup> day of December 2023.

Town of Ponce Inlet, Florida

  
Lois A. Paritsky, Mayor

ATTEST:

  
Kim Cherbano  
Town Clerk





**ATTACHMENT #13:**  
**SRF DEBT SERVICE**



SRF Debt Service, Ponce Inlet						
Year	2004 CW SRF	2015 DW SRF				Total, Principal, Interest, Coverage
	Pledged Revenues	Principal	Interest	Total, Principal and Interest	Coverage 15%	Total, plus coverage
2022	\$25,000	\$52,755	\$9,072	\$61,827	\$9,274	\$71,101
2023	\$25,000	\$53,290	\$8,537	\$61,827	\$9,274	\$71,101
2024	\$25,000	\$53,829	\$7,998	\$61,827	\$9,274	\$71,101
2025	\$25,000	\$54,374	\$7,453	\$61,827	\$9,274	\$71,101
2026	\$25,000	\$54,925	\$6,902	\$61,827	\$9,274	\$71,101
2027		\$55,481	\$6,346	\$61,827	\$9,274	\$71,101
2028		\$56,043	\$5,784	\$61,827	\$9,274	\$71,101
2029		\$56,610	\$5,217	\$61,827	\$9,274	\$71,101
2030		\$57,184	\$4,643	\$61,827	\$9,274	\$71,101
3031		\$57,763	\$4,064	\$61,827	\$9,274	\$71,101
3032		\$58,347	\$3,480	\$61,827	\$9,274	\$71,101
3033		\$58,938	\$2,889	\$61,827	\$9,274	\$71,101
3034		\$59,535	\$2,292	\$61,827	\$9,274	\$71,101
3035		\$60,138	\$1,689	\$61,827	\$9,274	\$71,101
3036		\$60,747	\$1,080	\$61,827	\$9,274	\$71,101
3037		\$61,362	\$465	\$61,827	\$9,274	\$71,101

The 2004 CWSRF (40101P) is secured by specific revenues. \$25,000 is pledged annually by Enterprise Fund (water/sewer) revenues.



**ATTACHMENT #14:**  
**2024 ANNUAL BUDGET**





# Town of Ponce Inlet Budget Fiscal Year 2023/2024





**ATTACHMENT #15:**  
**SCHEDULE OF PROJECTED REVENUES/EXPENSES**  
**BASIS OF PROJECTIONS**



## Ponce Inlet, Past and Projected Revenues and Expenses

	FY2022 Audited Actuals	FY2023 Audited Actuals	FY2024 Budget	2025	2026	2027	2028
Sales and Connection Fees	\$2,507,926	\$2,602,438	\$2,901,926	\$2,988,984	\$3,078,653	\$3,171,013	\$3,266,143
Processing Fees	\$41,524	\$44,772	\$24,393	\$25,125	\$25,879	\$26,655	\$27,455
Total, Operating Revenues	\$2,549,450	\$2,647,210	\$2,926,319	\$3,014,109	\$3,104,532	\$3,197,668	\$3,293,598
Interest Earnings	\$529	\$8,216	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879
Miscellaneous Revenue	\$2,396	\$4,540	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500
<b>Total, Revenue</b>	<b>\$2,552,375</b>	<b>\$2,659,966</b>	<b>\$2,935,319</b>	<b>\$3,023,819</b>	<b>\$3,114,458</b>	<b>\$3,207,817</b>	<b>\$3,303,976</b>
Cost of Sales	\$818,689	\$888,780	\$2,029,953	\$2,090,852	\$2,153,577	\$2,218,184	\$2,284,730
Personnel Services	\$487,754	\$599,434	\$581,440	\$598,883	\$616,850	\$635,355	\$654,416
Materials and Supplies	\$21,867	\$17,489	\$79,700	\$82,091	\$84,554	\$87,090	\$89,703
Maintenance and Repairs	\$33,804	\$41,488	\$77,000	\$79,310	\$81,689	\$84,140	\$86,664
Contractual Services	\$1,059,702	\$1,114,709	\$42,600	\$43,878	\$45,194	\$46,550	\$47,947
Other Operating Expenses	\$14,298	\$21,991	\$26,990	\$27,800	\$28,634	\$29,493	\$30,377
Total, Operating Expenses	\$2,436,114	\$2,683,891	\$2,837,683	\$2,922,813	\$3,010,498	\$3,100,813	\$3,193,837
<b>Net Revenue</b>	<b>\$116,261</b>	<b>(\$23,925)</b>	<b>\$97,636</b>	<b>\$101,005</b>	<b>\$103,960</b>	<b>\$107,004</b>	<b>\$110,139</b>
Debt Service	\$96,101	\$96,101	\$96,101	\$96,101	\$96,101	\$71,101	\$71,101
<b>Total Available for Debt Service</b>	<b>\$20,160</b>	<b>(\$120,026)</b>	<b>\$1,535</b>	<b>\$4,904</b>	<b>\$7,859</b>	<b>\$35,903</b>	<b>\$39,038</b>

All projections are based on a conservative 3% increase and disregard historical outliers that could increase revenue unrealistically.





**TOWN OF PONCE INLET**  
**SEPTIC TO SEWER PHASE 2**  
**ESTIMATE OF PROBABLE CONSTRUCTION COSTS**  
**100% DESIGN PHASE**  
**PREPARED ON NOVEMBER 30, 2023**

PROJECT NO	DESCRIPTION	PROJECT TOTAL
	<b>PHASE 1</b>	
1	LIGHTHOUSE SHORES	\$ 2,102,861
2	JENNIFER CIRCLE/BAY HARBOR	\$ 1,854,231
3	WEST BEACH STREET	\$ 709,827
4	A1A SEWER EXTENSION	\$ 236,847
	<i>SUBTOTAL PHASE 1</i>	\$ 4,903,765
	<b>PHASE 2</b>	
5	OCEANSIDE VILLAGE	\$ 3,088,908
6	LIGHTHOUSE PRESERVATION	\$ 996,672
	<i>SUBTOTAL PHASE 2</i>	\$ 4,085,579
	<b>GRAND TOTAL PHASE 1 &amp; 2</b>	<b>\$ 8,989,345</b>

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - LIGHTHOUSE SHORES  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 124,605.00	\$ 124,605.00
2	Pre-Construction Video	1	LS	\$ 3,834.00	\$ 3,834.00
3	Survey Layout	1	LS	\$ 19,170.00	\$ 19,170.00
4	Sewer Construction Cut Sheets	1	LS	\$ 16,294.50	\$ 16,294.50
5	Erosion Control and Pollution Abatement	1	LS	\$ 13,099.50	\$ 13,099.50
6	Maintenance of Traffic	1	LS	\$ 56,551.50	\$ 56,551.50
7	Hand Locate and Expose Utilities	1	LS	\$ 15,975.00	\$ 15,975.00
8	Remove and Relocate Existing Electrical	0	LS	-	\$ -
9	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	14	EA	\$ 7,400.00	\$ 103,600.00
	b) 8'-10' Cut	2	EA	\$ 8,600.00	\$ 17,200.00
	c) 10'-12' Cut	3	EA	\$ 10,100.00	\$ 30,300.00
	d) 12'-14' Cut	5	EA	\$ 12,350.00	\$ 61,750.00
	e) 14'-16' Cut	0	EA	\$ 14,620.00	\$ -
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	4,020	LF	\$ 70.00	\$ 281,400.00
	b) 8'-10' Cut	510	LF	\$ 82.00	\$ 41,820.00
	c) 10'-12' Cut	950	LF	\$ 96.00	\$ 91,200.00
	d) 12'-14' Cut	910	LF	\$ 127.00	\$ 115,570.00
	e) 14'-16' Cut	0	LF	\$ 161.00	\$ -
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 123.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 144.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 191.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 242.00	\$ -
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Jack and Bore (20" Casing with 8" Carrier)	85	LF	\$ 942.00	\$ 80,070.00
5	Drop Connection	6	EA	\$ 1,275.00	\$ 7,650.00
6	Sewer Service Connections				
	a) 4"	120	EA	\$ 1,500.00	\$ 180,000.00
7	Directional Drill Force Main				
	a) 2" DR9 HDPE	0	LF	\$ 75.00	\$ -
	b) 3" DR9 HDPE	0	LF	\$ 75.00	\$ -
8	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
9	Video Sewer				
	a) 8" Gravity sewer	6,390	LF	\$ 4.00	\$ 25,560.00
	b) 4" Service	120	EA	\$ 162.00	\$ 19,440.00
10	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 15,591.60	\$ 15,591.60
11	Coring Existing Structures				
	a) Manholes	1	EA	\$ 5,400.00	\$ 5,400.00
	b) Wetwells	0	EA	\$ 5,400.00	\$ -
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	60	EA	\$ 1,350.00	\$ 81,000.00
2	Install New Water Service	5	EA	\$ 1,760.00	\$ 8,800.00
3	Remove/Relocate Fire Hydrant Assembly	1	EA	\$ 6,950.00	\$ 6,950.00
4	Abandon Existing Water Main	0	LS	-	\$ -





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - LIGHTHOUSE SHORES  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>DRAINAGE</b>				
<b>1</b>	<b>Storm Pipe</b>				
	a) 15" CMP	40	LF	\$ 115.00	\$ 4,600.00
	b) 15" RCP	60	LF	\$ 115.00	\$ 6,900.00
	c) 18" CMP	45	LF	\$ 150.00	\$ 6,750.00
	d) 18" RCP	0	LF	\$ 150.00	\$ -
	e) 36" RCP	45	LF	\$ 250.00	\$ 11,250.00
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
<b>1</b>	<b>Miami Curb</b>	0	LF	\$ 52.00	\$ -
<b>2</b>	<b>Retaining Wall</b>	25	LF	\$ 115.00	\$ 2,875.00
<b>3</b>	<b>Subgrade</b>	200	CY	\$ 275.00	\$ 55,000.00
<b>4</b>	<b>Road Base</b>	2,100	CY	\$ 68.00	\$ 142,800.00
<b>5</b>	<b>Asphaltic Concrete with Tack Coat</b>	520	CY	\$ 26.00	\$ 13,520.00
<b>6</b>	<b>Concrete Driveway (6" Thick Fiber Reinforced)</b>	300	SY	\$ 100.00	\$ 30,000.00
<b>7</b>	<b>Concrete Sidewalk (4" Thick Fiber Reinforced)</b>	260	SY	\$ 88.00	\$ 22,880.00
<b>8</b>	<b>Brick Driveway, Remove and Replace</b>	580	SY	\$ 104.00	\$ 60,320.00
<b>9</b>	<b>Unsuitable Material Excavation</b>	230	CY	\$ 60.00	\$ 13,800.00
<b>10</b>	<b>Rock Excavation</b>	10	CY	\$ 130.00	\$ 1,300.00
<b>11</b>	<b>As-Builts</b>	1	LS	\$ 37,062.00	\$ 37,062.00
<b>12</b>	<b>Compliance with Florida "Trench Safety Act"</b>	1	LS	\$ 61,344.00	\$ 61,344.00
<b>13</b>	<b>Permit Fees and Allowances</b>	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					<b>\$ 1,911,691.85</b>
10% Contingency					\$ 191,169.19
<b>TOTAL</b>					<b>\$ 2,102,861</b>

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TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - JENNIFER CIRCLE/BAY HARBOR  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 67,470.00	\$ 67,470.00
2	Pre-Construction Video	1	LS	\$ 2,076.00	\$ 2,076.00
3	Survey Layout	1	LS	\$ 10,380.00	\$ 10,380.00
4	Sewer Construction Cut Sheets	1	LS	\$ 8,823.00	\$ 8,823.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 7,093.00	\$ 7,093.00
6	Maintenance of Traffic	1	LS	\$ 30,621.00	\$ 30,621.00
7	Hand Locate and Expose Utilities	1	LS	\$ 8,650.00	\$ 8,650.00
8	Remove and Relocate Existing Electrical	1	LS	\$ 17,500.00	\$ 17,500.00
9	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	7	EA	\$ 7,400.00	\$ 51,800.00
	b) 8'-10' Cut	3	EA	\$ 8,600.00	\$ 25,800.00
	c) 10'-12' Cut	4	EA	\$ 10,100.00	\$ 40,400.00
	d) 12'-14' Cut	3	EA	\$ 12,350.00	\$ 37,050.00
	e) 14'-16' Cut	2	EA	\$ 14,620.00	\$ 29,240.00
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,030	LF	\$ 70.00	\$ 72,100.00
	b) 8'-10' Cut	1,150	LF	\$ 82.00	\$ 94,300.00
	c) 10'-12' Cut	1,170	LF	\$ 96.00	\$ 112,320.00
	d) 12'-14' Cut	110	LF	\$ 127.00	\$ 13,970.00
	e) 14'-16' Cut	0	LF	\$ 161.00	\$ -
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 123.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 144.00	\$ -
	d) 12'-14' Cut	570	LF	\$ 191.00	\$ 108,870.00
	e) 14'-16' Cut	430	LF	\$ 242.00	\$ 104,060.00
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Jack and Bore (20" Casing with 8" Carrier)	0	LS	\$ 942.00	\$ -
5	Drop Connection	3	EA	\$ 1,275.00	\$ 3,825.00
6	Sewer Service Connections				
	a) 4"	80	EA	\$ 1,500.00	\$ 120,000.00
7	Directional Drill Force Main				
	a) 2" DR9 HDPE	0	LF	\$ 75.00	\$ -
	b) 3" DR9 HDPE	0	LF	\$ 75.00	\$ -
8	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
9	Video Sewer				
	a) 8" Gravity sewer	3,460	LF	\$ 4.00	\$ 13,840.00
	b) 4" Service	80	EA	\$ 162.00	\$ 12,960.00
10	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 8,442.40	\$ 8,442.40
11	Coring Existing Structures				
	a) Manholes	0	EA	\$ 5,400.00	\$ -
	b) Wetwells	1	EA	\$ 5,400.00	\$ 5,400.00
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	40	EA	\$ 1,000.00	\$ 40,000.00
2	Install New Water Service	2	EA	\$ 1,760.00	\$ 3,520.00
3	Remove/Relocate Fire Hydrant Assembly	0	EA	\$ 6,950.00	\$ -
4	Abandon Existing Water Main	0	LS	-	\$ -





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - JENNIFER CIRCLE/BAY HARBOR  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>DRAINAGE</b>				
<b>1</b>	<b>Storm Pipe</b>				
	a) 15" CMP	0	LF	\$ 115.00	\$ -
	b) 15" RCP	0	LF	\$ 115.00	\$ -
	c) 18" CMP	0	LF	\$ 150.00	\$ -
	d) 18" RCP	55	LF	\$ 150.00	\$ 8,250.00
	e) 36" RCP	0	LF	\$ 250.00	\$ -
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
<b>1</b>	<b>Miami Curb</b>	6,225	LF	\$ 52.00	\$ 323,700.00
<b>2</b>	<b>Retaining Wall</b>	0	LF	\$ 115.00	\$ -
<b>3</b>	<b>Subgrade</b>	200	CY	\$ 275.00	\$ 55,000.00
<b>4</b>	<b>Road Base</b>	2,000	CY	\$ 68.00	\$ 136,000.00
<b>5</b>	<b>Asphaltic Concrete with Tack Coat</b>	460	CY	\$ 26.00	\$ 11,960.00
<b>6</b>	<b>Concrete Driveway (6" Thick Fiber Reinforced)</b>	70	SY	\$ 100.00	\$ 7,000.00
<b>7</b>	<b>Concrete Sidewalk (4" Thick Fiber Reinforced)</b>	140	SY	\$ 88.00	\$ 12,320.00
<b>8</b>	<b>Brick Driveway, Remove and Replace</b>	70	SY	\$ 104.00	\$ 7,280.00
<b>9</b>	<b>Unsuitable Material Excavation</b>	10	CY	\$ 60.00	\$ 600.00
<b>10</b>	<b>Rock Excavation</b>	10	CY	\$ 130.00	\$ 1,300.00
<b>11</b>	<b>As-Builts</b>	1	LS	\$ 20,068.00	\$ 20,068.00
<b>12</b>	<b>Compliance with Florida "Trench Safety Act"</b>	1	LS	\$ 33,216.00	\$ 33,216.00
<b>13</b>	<b>Permit Fees and Allowances</b>	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Subtotal</b>					\$ 1,685,664.15
10% Contingency					\$ 168,566.42
<b>TOTAL</b>					<b>\$ 1,854,231</b>

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TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - WEST BEACH STREET  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 45,630.00	\$ 45,630.00
2	Pre-Construction Video	1	LS	\$ 1,404.00	\$ 1,404.00
3	Survey Layout	1	LS	\$ 7,020.00	\$ 7,020.00
4	Sewer Construction Cut Sheets	1	LS	\$ 5,967.00	\$ 5,967.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 4,797.00	\$ 4,797.00
6	Maintenance of Traffic	1	LS	\$ 20,709.00	\$ 20,709.00
7	Hand Locate and Expose Utilities	1	LS	\$ 5,850.00	\$ 5,850.00
8	Remove and Relocate Existing Electrical	0	LS	-	\$ -
9	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	6	EA	\$ 7,400.00	\$ 44,400.00
	b) 8'-10' Cut	1	EA	\$ 8,600.00	\$ 8,600.00
	c) 10'-12' Cut	1	EA	\$ 10,100.00	\$ 10,100.00
	d) 12'-14' Cut	1	EA	\$ 12,350.00	\$ 12,350.00
	e) 14'-16' Cut	0	EA	\$ 14,620.00	\$ -
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,220	LF	\$ 70.00	\$ 85,400.00
	b) 8'-10' Cut	320	LF	\$ 82.00	\$ 26,240.00
	c) 10'-12' Cut	310	LF	\$ 96.00	\$ 29,760.00
	d) 12'-14' Cut	440	LF	\$ 127.00	\$ 55,880.00
	e) 14'-16' Cut	50	LF	\$ 161.00	\$ 8,050.00
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 123.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 144.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 191.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 242.00	\$ -
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Jack and Bore (20" Casing with 8" Carrier)	0	LS	\$ 942.00	\$ -
5	Drop Connection	0	EA	\$ 1,275.00	\$ -
6	Sewer Service Connections				
	a) 4"	35	EA	\$ 1,500.00	\$ 52,500.00
7	Directional Drill Force Main				
	a) 2" DR9 HDPE	0	LF	\$ 75.00	\$ -
	b) 3" DR9 HDPE	0	LF	\$ 75.00	\$ -
8	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
9	Video Sewer				
	a) 8" Gravity sewer	2,340	LF	\$ 4.00	\$ 9,360.00
	b) 4" Service	35	EA	\$ 162.00	\$ 5,670.00
10	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 5,709.60	\$ 5,709.60
11	Coring Existing Structures				
	a) Manholes	1	EA	\$ 5,400.00	\$ 5,400.00
	b) Wetwells	0	EA	\$ 5,400.00	\$ -
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	10	EA	\$ 1,000.00	\$ 10,000.00
2	Install New Water Service	10	EA	\$ 1,760.00	\$ 17,600.00
3	Remove/Relocate Fire Hydrant Assembly	0	EA	\$ 6,950.00	\$ -
4	Abandon Existing Water Main	1	LS	\$ 3,500.00	\$ 3,500.00





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - WEST BEACH STREET  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>DRAINAGE</b>				
<b>1</b>	<b>Storm Pipe</b>				
	a) 15" CMP	0	LF	\$ 115.00	\$ -
	b) 15" RCP	55	LF	\$ 115.00	\$ 6,325.00
	c) 18" CMP	0	LF	\$ 150.00	\$ -
	d) 18" RCP	0	LF	\$ 150.00	\$ -
	e) 36" RCP	0	LF	\$ 250.00	\$ -
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
<b>1</b>	<b>Miami Curb</b>	0	LF	\$ 52.00	\$ -
<b>2</b>	<b>Retaining Wall</b>	0	LF	\$ 115.00	\$ -
<b>3</b>	<b>Subgrade</b>	90	CY	\$ 275.00	\$ 24,750.00
<b>4</b>	<b>Road Base</b>	890	CY	\$ 68.00	\$ 60,520.00
<b>5</b>	<b>Asphaltic Concrete with Tack Coat</b>	175	CY	\$ 26.00	\$ 4,550.00
<b>6</b>	<b>Concrete Driveway (6" Thick Fiber Reinforced)</b>	75	SY	\$ 100.00	\$ 7,500.00
<b>7</b>	<b>Concrete Sidewalk (4" Thick Fiber Reinforced)</b>	95	SY	\$ 88.00	\$ 8,360.00
<b>8</b>	<b>Brick Driveway, Remove and Replace</b>	0	SY	\$ 104.00	\$ -
<b>9</b>	<b>Unsuitable Material Excavation</b>	10	CY	\$ 60.00	\$ 600.00
<b>10</b>	<b>Rock Excavation</b>	10	CY	\$ 130.00	\$ 1,300.00
<b>11</b>	<b>As-Builts</b>	1	LS	\$ 13,572.00	\$ 13,572.00
<b>12</b>	<b>Compliance with Florida "Trench Safety Act"</b>	1	LS	\$ 22,464.00	\$ 22,464.00
<b>13</b>	<b>Permit Fees and Allowances</b>	1	LS	\$ 10,000.00	\$ 10,000.00
				<b>Subtotal</b>	\$ 645,297.35
				10% Contingency	\$ 64,529.74
				<b>TOTAL</b>	\$ <b>709,827</b>





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - A1A SEWER EXTENSION  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 9,187.50	\$ 9,187.50
2	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00
3	Survey Layout	1	LS	\$ 2,500.00	\$ 2,500.00
4	Sewer Construction Cut Sheets	0	LS	\$ -	\$ -
5	Erosion Control and Pollution Abatement	1	LS	\$ 2,000.00	\$ 2,000.00
6	Maintenance of Traffic	1	LS	\$ 2,318.75	\$ 2,318.75
7	Hand Locate and Expose Utilities	1	LS	\$ 1,500.00	\$ 1,500.00
8	Remove and Relocate Existing Electrical	0	LS	-	\$ -
9	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	0	EA	\$ 7,400.00	\$ -
	b) 8'-10' Cut	0	EA	\$ 8,600.00	\$ -
	c) 10'-12' Cut	0	EA	\$ 10,100.00	\$ -
	d) 12'-14' Cut	0	EA	\$ 12,350.00	\$ -
	e) 14'-16' Cut	0	EA	\$ 14,620.00	\$ -
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 70.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 82.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 96.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 127.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 161.00	\$ -
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 123.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 144.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 191.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 242.00	\$ -
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Jack and Bore (20" Casing with 8" Carrier)	0	LS	\$ 942.00	\$ -
5	Drop Connection	0	EA	\$ 1,275.00	\$ -
6	Sewer Service Connections				
	a) 4"	0	EA	\$ 1,500.00	\$ -
7	Directional Drill Force Main				
	a) 2" DR9 HDPE	290	LF	\$ 75.00	\$ 21,750.00
	b) 3" DR9 HDPE	1,600	LF	\$ 75.00	\$ 120,000.00
8	Ductile Iron Fittings - Add or Delete	1	TN	\$ 9,839.00	\$ 9,839.00
9	Video Sewer				
	a) 8" Gravity sewer	0	LF	\$ 4.00	\$ -
	b) 4" Service	0	EA	\$ 162.00	\$ -
10	Grout Wellpoint Holes/Utilize Sock	0	LS	\$ -	\$ -
11	Coring Existing Structures				
	a) Manholes	3	EA	\$ 5,400.00	\$ 16,200.00
	b) Wetwells	0	EA	\$ 5,400.00	\$ -
<b>C</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	0	EA	\$ 1,000.00	\$ -
2	Install New Water Service	7	EA	\$ 1,760.00	\$ 12,320.00
3	Remove/Relocate Fire Hydrant Assembly	0	EA	\$ 6,950.00	\$ -
4	Abandon Existing Water Main	0	LS	\$ -	\$ -





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 1 - A1A SEWER EXTENSION  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON JULY 31, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>DRAINAGE</b>				
<b>1</b>	<b>Storm Pipe</b>				
	a) 15" CMP	0	LF	\$ 115.00	\$ -
	b) 15" RCP	0	LF	\$ 115.00	\$ -
	c) 18" CMP	0	LF	\$ 150.00	\$ -
	d) 18" RCP	0	LF	\$ 150.00	\$ -
	e) 36" RCP	0	LF	\$ 250.00	\$ -
<b>E</b>	<b>PAVEMENT AND RESTORATION</b>				
<b>1</b>	<b>Miami Curb</b>	0	LF	\$ 52.00	\$ -
<b>2</b>	<b>Retaining Wall</b>	0	LF	\$ 115.00	\$ -
<b>3</b>	<b>Subgrade</b>	0	CY	\$ 275.00	\$ -
<b>4</b>	<b>Road Base</b>	0	CY	\$ 68.00	\$ -
<b>5</b>	<b>Asphaltic Concrete with Tack Coat</b>	0	CY	\$ 26.00	\$ -
<b>6</b>	<b>Concrete Driveway (6" Thick Fiber Reinforced)</b>	0	SY	\$ 100.00	\$ -
<b>7</b>	<b>Concrete Sidewalk (4" Thick Fiber Reinforced)</b>	100	SY	\$ 88.00	\$ 8,800.00
<b>8</b>	<b>Brick Driveway, Remove and Replace</b>	0	SY	\$ 104.00	\$ -
<b>9</b>	<b>Unsuitable Material Excavation</b>	10	CY	\$ 60.00	\$ 600.00
<b>10</b>	<b>Rock Excavation</b>	10	CY	\$ 130.00	\$ 1,300.00
<b>11</b>	<b>As-Builts</b>	1	LS	\$ -	\$ -
<b>12</b>	<b>Compliance with Florida "Trench Safety Act"</b>	1	LS	\$ -	\$ -
<b>13</b>	<b>Permit Fees and Allowances</b>	1	LS	\$ 5,000.00	\$ 5,000.00
				<b>Subtotal</b>	<b>\$ 215,315.25</b>
				10% Contingency	\$ 21,531.53
				<b>TOTAL</b>	<b>\$ 236,847</b>

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - OCEANSIDE VILLAGE  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 187,590.00	\$ 187,590.00
2	Pre-Construction Video	1	LS	\$ 5,772.00	\$ 5,772.00
3	Survey Layout	1	LS	\$ 28,860.00	\$ 28,860.00
4	Sewer Construction Cut Sheets	1	LS	\$ 24,531.00	\$ 24,531.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 19,721.00	\$ 19,721.00
6	Maintenance of Traffic	1	LS	\$ 85,137.00	\$ 85,137.00
7	Hand Locate and Expose Utilities	1	LS	\$ 24,050.00	\$ 24,050.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	22	EA	\$ 7,400.00	\$ 162,800.00
	b) 8'-10' Cut	9	EA	\$ 8,600.00	\$ 77,400.00
	c) 10'-12' Cut	5	EA	\$ 10,100.00	\$ 50,500.00
	d) 12'-14' Cut	0	EA	\$ 12,350.00	\$ -
	e) 14'-16' Cut	0	EA	\$ 14,620.00	\$ -
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	5,180	LF	\$ 70.00	\$ 362,600.00
	b) 8'-10' Cut	780	LF	\$ 82.00	\$ 63,960.00
	c) 10'-12' Cut	60	LF	\$ 96.00	\$ 5,760.00
	d) 12'-14' Cut	200	LF	\$ 127.00	\$ 25,400.00
	e) 14'-16' Cut	0	LF	\$ 161.00	\$ -
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	1,180	LF	\$ 123.00	\$ 145,140.00
	c) 10'-12' Cut	640	LF	\$ 144.00	\$ 92,160.00
	d) 12'-14' Cut	0	LF	\$ 191.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 242.00	\$ -
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Conflict Structure	1	LS	\$ 11,500.00	\$ 11,500.00
5	Drop Connection	1	EA	\$ 1,275.00	\$ 1,275.00
6	Sewer Service Connections				
	a) 4"	138	EA	\$ 1,500.00	\$ 207,000.00
7	Directional Drill Force Main	1,580	LF	\$ 75.00	\$ 118,500.00





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - OCEANSIDE VILLAGE  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
8	Open Cut Force Main	0	LF	\$ 42.00	\$ -
9	Force Main Tie-in	0	LS	\$ 6,500.00	\$ -
10	Ductile Iron Fittings - Add or Delete	0	TN	\$ 9,839.00	\$ -
11	Video Sewer				
	a) 8" Gravity sewer	6,220	LF	\$ 4.00	\$ 24,880.00
	b) 12" Gravity sewer	1,820	LF	\$ 6.50	\$ 11,830.00
	b) 4" Service	138	EA	\$ 162.00	\$ 22,356.00
12	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 23,472.80	\$ 23,472.80
13	Coring Existing Structures				
	a) Manholes	0	EA	\$ 5,400.00	\$ -
	b) Wetwells	1	EA	\$ 5,400.00	\$ 5,400.00
<b>C</b>	<b>LIFT STATION</b>				
1	Complete Lift Station	0	LS	\$ 318,000.00	\$ -
2	Construct Lift Station Retaining Wall	0	LS	\$ 17,750.00	\$ -
3	Electrical/Instrumentation	0	LS	\$ 136,000.00	\$ -
4	Demo Existing Lift Station	0	LS	\$ 11,900.00	\$ -
<b>D</b>	<b>WATER SYSTEM</b>				
1	Replace Existing Water Service	55	EA	\$ 1,350.00	\$ 74,250.00
2	Install New Water Service	20	EA	\$ 1,760.00	\$ 35,200.00
3	Remove/Relocate Fire Hydrant Assembly	0	EA	\$ 6,950.00	\$ -
4	Abandon Existing Water Main	0	LS	\$ 1,500.00	\$ -
<b>E</b>	<b>DRAINAGE</b>				
1	Storm Pipe				
	a) 15" CMP	0	LF	\$ 115.00	\$ -
	b) 15" RCP	60	LF	\$ 115.00	\$ 6,900.00
	c) 18" CMP	0	LF	\$ 150.00	\$ -
	d) 18" RCP	0	LF	\$ 150.00	\$ -
	e) 36" RCP	0	LF	\$ 250.00	\$ -
<b>F</b>	<b>PAVEMENT AND RESTORATION</b>				
1	Miami Curb	7,200	LF	\$ 52.00	\$ 374,400.00
2	Subgrade	175	CY	\$ 275.00	\$ 48,125.00
3	Road Base	3,500	CY	\$ 68.00	\$ 238,000.00
4	Asphaltic Concrete with Tack Coat	870	CY	\$ 26.00	\$ 22,620.00





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - OCEANSIDE VILLAGE  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
5	6" Crushed Concrete or Shell Roadway	40	SY	\$ 30.00	\$ 1,200.00
6	Concrete Driveway (6" Thick Fiber Reinforced)	150	SY	\$ 100.00	\$ 15,000.00
7	Concrete Sidewalk (4" Thick Fiber Reinforced)	400	SY	\$ 88.00	\$ 35,200.00
8	Brick Driveway, Remove and Replace	40	SY	\$ 104.00	\$ 4,160.00
9	Unsuitable Material Excavation	250	CY	\$ 60.00	\$ 15,000.00
10	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
11	As-Builts	1	LS	\$ 55,796.00	\$ 55,796.00
12	Compliance with Florida "Trench Safety Act"	1	LS	\$ 92,352.00	\$ 92,352.00
13	Permit Fees and Allowances	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal</b>					\$ 2,808,097.80
10% Contingency					\$ 280,809.78
<b>TOTAL</b>					<b>\$ 3,088,907.58</b>

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - LIGHTHOUSE PRESERVATION  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SITE PREPARATION</b>				
1	Mobilization/Demobilization	1	LS	\$ 35,880.00	\$ 35,880.00
2	Pre-Construction Video	1	LS	\$ 1,104.00	\$ 1,104.00
3	Survey Layout	1	LS	\$ 5,520.00	\$ 5,520.00
4	Sewer Construction Cut Sheets	1	LS	\$ 4,692.00	\$ 4,692.00
5	Erosion Control and Pollution Abatement	1	LS	\$ 3,772.00	\$ 3,772.00
6	Maintenance of Traffic	1	LS	\$ 16,284.00	\$ 16,284.00
7	Hand Locate and Expose Utilities	1	LS	\$ 4,600.00	\$ 4,600.00
8	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
<b>B</b>	<b>SEWER SYSTEM</b>				
1	Manholes (4' diameter per City Stds)				
	a) 0'-8' Cut	8	EA	\$ 7,400.00	\$ 59,200.00
	b) 8'-10' Cut	1	EA	\$ 8,600.00	\$ 8,600.00
	c) 10'-12' Cut	0	EA	\$ 10,100.00	\$ -
	d) 12'-14' Cut	0	EA	\$ 12,350.00	\$ -
	e) 14'-16' Cut	0	EA	\$ 14,620.00	\$ -
	f) >16' Cut	0	EA	\$ 18,700.00	\$ -
2	Gravity Sewers (8" SDR 26 PVC)				
	a) 0'-8' Cut	1,500	LF	\$ 70.00	\$ 105,000.00
	b) 8'-10' Cut	0	LF	\$ 82.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 96.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 127.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 161.00	\$ -
	f) >16' Cut	0	LF	\$ 221.00	\$ -
3	Gravity Sewers (12" SDR 26 PVC)				
	a) 0'-8' Cut	0	LF	\$ 105.00	\$ -
	b) 8'-10' Cut	0	LF	\$ 123.00	\$ -
	c) 10'-12' Cut	0	LF	\$ 144.00	\$ -
	d) 12'-14' Cut	0	LF	\$ 191.00	\$ -
	e) 14'-16' Cut	0	LF	\$ 242.00	\$ -
	f) >16' Cut	0	LF	\$ 332.00	\$ -
4	Conflict Structure	0	LS	\$ 11,500.00	\$ -
5	Drop Connection	0	EA	\$ 1,275.00	\$ -
6	Sewer Service Connections				
	a) 4"	14	EA	\$ 1,500.00	\$ 21,000.00
7	Directional Drill Force Main	0	LF	\$ 75.00	\$ -





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - LIGHTHOUSE PRESERVATION  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
8	Open Cut Force Main	340	LF	\$ 42.00	\$ 14,280.00
9	Force Main Tie-in	1	EA	\$ 6,500.00	\$ 6,500.00
10	Ductile Iron Fittings - Add or Delete	0.25	TN	\$ 9,839.00	\$ 2,459.75
11	Video Sewer				
	a) 8" Gravity sewer	1,500	LF	\$ 4.00	\$ 6,000.00
	b) 12" Gravity sewer	0	LF	\$ 6.50	\$ -
	b) 4" Service	14	EA	\$ 162.00	\$ 2,268.00
12	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 4,489.60	\$ 4,489.60
13	Coring Existing Structures				
	a) Manholes	1	EA	\$ 5,400.00	\$ 5,400.00
	b) Wetwells	0	EA	\$ 5,400.00	\$ -
	LIFT STATION				
1	Complete Lift Station	1	LS	\$ 318,000.00	\$ 318,000.00
2	Construct Lift Station Retaining Wall	1	LS	\$ 17,750.00	\$ 17,750.00
3	Electrical/Instrumentation	1	LS	\$ 136,000.00	\$ 136,000.00
4	Demo Existing Lift Station	1	LS	\$ 11,900.00	\$ 11,900.00
C	WATER SYSTEM				
1	Replace Existing Water Service	6	EA	\$ 1,350.00	\$ 8,100.00
2	Install New Water Service	1	EA	\$ 1,760.00	\$ 1,760.00
3	Remove/Relocate Fire Hydrant Assembly	1	EA	\$ 6,950.00	\$ 1,760.00
4	Abandon Existing Water Main	0	LS	\$ 1,500.00	\$ -
D	DRAINAGE				
1	Storm Pipe				
	a) 15" CMP	0	LF	\$ 115.00	\$ -
	b) 15" RCP	0	LF	\$ 115.00	\$ -
	c) 18" CMP	0	LF	\$ 150.00	\$ -
	d) 18" RCP	0	LF	\$ 150.00	\$ -
	e) 36" RCP	0	LF	\$ 250.00	\$ -
E	PAVEMENT AND RESTORATION				
1	Miami Curb	180	LF	\$ 52.00	\$ 9,360.00
2	Subgrade	40	CY	\$ 275.00	\$ 11,000.00
3	Road Base	700	CY	\$ 68.00	\$ 47,600.00
4	Asphaltic Concrete with Tack Coat	175	CY	\$ 26.00	\$ 4,550.00
5	6" Crushed Concrete or Shell Roadway	0	SY	\$ 30.00	\$ -





TOWN OF PONCE INLET  
SEPTIC TO SEWER PHASE 2 - LIGHTHOUSE PRESERVATION  
ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
100% DESIGN PHASE  
PREPARED ON NOVEMBER 30, 2023

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
6	Concrete Driveway (6" Thick Fiber Reinforced)	0	SY	\$ 100.00	\$ -
7	Concrete Sidewalk (4" Thick Fiber Reinforced)	0	SY	\$ 88.00	\$ -
8	Brick Driveway, Remove and Replace	0	SY	\$ 104.00	\$ -
9	Unsuitable Material Excavation	10	CY	\$ 60.00	\$ 600.00
10	Rock Excavation	10	CY	\$ 130.00	\$ 1,300.00
11	As-Builts	1	LS	\$ 10,672.00	\$ 10,672.00
12	Compliance with Florida "Trench Safety Act"	1	LS	\$ 17,664.00	\$ 17,664.00
13	Permit Fees and Allowances	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal</b>					\$ 906,065.35
10% Contingency					\$ 90,606.54
<b>TOTAL</b>					<b>\$ 996,671.89</b>

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.



**STATE OF FLORIDA STATE REVOLVING FUND (SRF)  
PROJECT SPONSOR'S FISCAL SUSTAINABILITY PLAN CERTIFICATION**

Project Sponsor:	Town of Ponce Inlet, FL
Project Name:	Septic to Sewer, Phases 1 and 2
Project Number:	64141

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Section 603(d)(1)(E) of the FWPCA requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan.

*(E) for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection (c)(1), the recipient of a loan shall –*

- (i) develop and implement a fiscal sustainability plan that includes –*
  - (I) an inventory of critical assets that are a part of the treatment works;*
  - (II) an evaluation of the condition and performance of inventoried assets or asset groupings;*
  - (III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;*
  - and*
  - (IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or*
- (ii) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i);*

I understand that a fiscal sustainability plan must be developed and implemented for the above referenced project, and certify that the developed plan meets the requirements set forth with Section 603(d)(1)(E) of the FWPCA.

I also certify that this fiscal sustainability plan will be implemented prior to the final loan disbursement.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

**Michael E. Disher, Town Manager**

---

Typed Name and Title of the Sponsor's Authorized Representative

---

Signature of the Sponsor's Authorized Representative

---

Date



**STATE OF FLORIDA STATE REVOLVING FUND (SRF)  
PROJECT SPONSOR'S COST AND EFFECTIVENESS CERTIFICATION  
AND WATER/ENERGY CONSERVATION CERTIFICATION**

Project Sponsor: Town of Ponce Inlet, FL  
Project Name: Septic to Sewer, Phases 1 and 2  
Project Number: 64141

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Sections 602(b)(13)(A) and (B) of the FWPCA requires that the loan recipient:

*(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and*

*(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account –*

- (i) the cost of constructing the project or activity;*
- (ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and*
- (iii) the cost of replacing the project or activity;*

We certify that the above referenced project meets the requirements set for in Sections 602(b)(13)(A) and (B) of the FWPCA. We also certify that the documentation justifying this certification will be made available upon request.

We understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

**Project Authorized Representative**


Print Name: Michael E. Disher

Signature: \_\_\_\_\_

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

**Professional Engineer**

Print Name: Tanner Rachal

Signature: Tanner Rachal  Digitally signed by Tanner Rachal  
DN: CN=Tanner Rachal  
Date: 2024.05.21 09:10:40-04'00'

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





**Meeting Date:** 6/20/2024

**Agenda Item:** 11-A

## **Report to Town Council**

**Topic:** Resolution 2024-12 – Mid-year budget adjustment

**Summary:** Staff is requesting approval of Resolution 2024-12 to allow a supplemental appropriation and the transfer of funds needed to reconcile expenditures related to the S. Peninsula Sidewalk fund and provide an opportunity to “true up” other budget line items through the end of the fiscal year.

**Suggested motion:** To approve Resolution 2024-12 as presented.

**Requested by:** Ms. McColl, Finance Director  
Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### Town of Ponce Inlet – Office of the Town Manager

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: June 7, 2024  
Subject: Resolution 2024-12 – Mid-Year Budget Adjustment for FY 23/24

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Town staff works diligently to find sources of revenue to minimize the utilization of reserve funds. Most of the time, unappropriated revenues can be shifted administratively within the same department to cover higher-than-expected or unanticipated costs. However, sometimes it is necessary to transfer unspent monies between departments or funds, depending on where it is needed. Per Section 6.04 of the Town Charter, transferring revenues between departments or funds requires approval by the Town Council via resolution.

Staff is requesting approval of Resolution 2024-12 to allow a supplemental appropriation and the transfer of funds needed to reconcile expenditures related to the S. Peninsula Sidewalk fund and provide an opportunity to “true up” other budget line items through the end of the fiscal year.

Last year, the Council approved Resolution 2023-05, reallocating \$402,024 to help pay for \$837,000 of expenses from Hurricanes Ian and Nicole, the Local 4140 FD Collective Bargaining Agreement, and unforeseen repair and maintenance expenditures. A significant portion of this was borrowed from the S. Peninsula Sidewalk fund, rather than traditional reserves. This was done with the expectation that the money would be reimbursed in full once hurricane reimbursement funds were received from FEMA.

The Town has now received over \$598,000 reimbursement from insurance and FEMA. All that remains is \$18,249 related to FEMA Category Z (grant management costs) that have already been obligated by FEMA, but not received yet by the Town. This reimbursement is expected to be received in the next few months. Much of the money borrowed from the S. Peninsula Sidewalk fund was replenished with the adoption of the FY 23/24 budget. The proposed resolution will provide the rest.

In all, Resolution 2024-12 will shift \$240,573 from various revenue funds to operating and expenditure funds. The bulk of this will be used to pay for the survey/design work and contractual services related to the S. Peninsula sidewalk project that is now beginning. Approximately \$194,000 in expenditures is expected this fiscal year.



A complete listing of the proposed adjustments is included in Exhibit A attached to this report and to the budget amendment resolution. Your consideration of this request is greatly appreciated.

Attachment:

- Exhibit A



## RESOLUTION 2024-12

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, AUTHORIZING SUPPLEMENTAL AND TRANSFER APPROPRIATIONS TO THE TOWN'S BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Town of Ponce Inlet of Florida, in lawful session and in regular order of business properly presented, finds that:

**WHEREAS**, the Town Council of the Town of Ponce Inlet, Florida has adopted the annual operating budget for the fiscal year beginning October 1, 2023, specifying certain projected revenues and expenditures; and

**WHEREAS**, from time to time, circumstances and events such as natural disasters, operational changes, and unanticipated repairs may require the original adopted budget to be revised; and

**WHEREAS**, Section 6.04 of the Charter of the Town of Ponce Inlet, Florida provides for Budget Amendments upon written request of the Town Manager, and the Town Council may, by resolution approve (a) Supplemental Appropriations, (b) Emergency Appropriations, (c) Reduction of Appropriations, and (d) Transfer of Appropriations; and

**WHEREAS**, based on a review, the Town Manager has requested amendments to the Fiscal Year 2023-2024 budget, as provided hereinafter.

**NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the annual operating budget of the Town of Ponce Inlet as adopted for the fiscal year beginning October 1, 2023, is hereby revised and amended to provide for supplemental and transfer appropriations as provided in Exhibit "A," attached hereto and incorporated herein by this reference. Except as amended herein, the annual operating budget for the Town of Ponce Inlet for the fiscal year beginning October 1, 2023, shall remain in full force and effect.

**SECTION 2. Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. Severability.** If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portion of this resolution.



**SECTION 4. Effective Date.** This resolution shall take effect immediately upon its adoption.

It was moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ that said Resolution be passed. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Paritsky, Seat #1	_____
Councilmember Milano, Seat #2	_____
Councilmember White, Seat #3	_____
Councilmember Villanella, Seat #4	_____
Vice-Mayor Smith, Seat #5	_____

Passed this 20<sup>th</sup> day of June 2024.

Town of Ponce Inlet, Florida

\_\_\_\_\_  
Lois A. Paritsky, Mayor

ATTEST:

\_\_\_\_\_  
Kim Cherbano, CMC  
Town Clerk



**Exhibit A**

TO: Michael E. Disher, AICP, Town Manager

FROM: Finance Department

SUBJECT: Budget Amendment Resolution

RESOLUTION # 2024-12

ACTION: Approval and authorization for the Town Council to execute Budget Amendment Resolution

In accordance with Section 6.04 of the Charter of the Town of Ponce Inlet, it is recommended that the following accounts in the Town budget be adjusted by the amounts set forth herein for the purpose described.

Account Number	Account Title		
<b>Revenues/Sources: increase/(decrease)</b>			
<b>GENERAL FUND</b>			
001-0000-361-1100	Interest - CD	\$	34,498
	<b>Subtotal</b>	<b>\$</b>	<b>34,498</b>
<b>HURRICANE FUND</b>			
007-0000-369-3000	FEMA Grant Reimbursement - Ian	\$	55,847
007-0000-381-9000	Transfer from Reserves	\$	32,659
	<b>Subtotal</b>	<b>\$</b>	<b>88,506</b>
<b>S. PENINSULA SIDEWALK FUND</b>			
311-0000-381-8001	Transfer from General Fund	\$	34,498
311-0000-381-9007	Transfer from Hurricane Fund (007)	\$	83,071
	<b>Subtotal</b>	<b>\$</b>	<b>117,569</b>
		<b>Total Revenues</b>	<b>\$ 240,573</b>
<b>Expenditures: increase/(decrease)</b>			
<b>GENERAL FUND</b>			
<b>Legislative Department</b>			
001-0011-511-9900	G/F Contingency - Adaptation Action Plan	\$	(60,000)
	<b>Subtotal</b>	<b>\$</b>	<b>(60,000)</b>
<b>Planning Division</b>			
001-0015-515-1200	Regular Salaries	\$	(21,369)
001-0015-515-3100	Professional Services - Adaptation Action Plan	\$	50,000
001-0015-515-9311	Transfer to South Peninsula Sidewalk (311)	\$	34,498
	<b>Subtotal</b>	<b>\$</b>	<b>63,129</b>
<b>Building &amp; Code Division</b>			
001-0024-524-1200	Regular Salaries	\$	1,369
	<b>Subtotal</b>	<b>\$</b>	<b>1,369</b>
<b>Public Works Department</b>			
001-0039-539-3420	Contractural Services - Temp Help	\$	20,000
001-0039-539-4600	Repair & Maintenance	\$	12,816
	<b>Subtotal</b>	<b>\$</b>	<b>32,816</b>
<b>Parks &amp; Recreation Department</b>			
001-0072-572-4800	Promotional Activities	\$	(2,500)
001-0072-572-5400	Books, Publications, Subscriptions & Memberships	\$	(300)
001-0072-572-5500	Training	\$	(16)
	<b>Subtotal</b>	<b>\$</b>	<b>(2,816)</b>
<b>HURRICANE IAN FUND</b>			
007-0007-525-6300	Building Improvements - Ponce Preserve Walkway/Boat Ramp	\$	5,435



Account Number	Account Title		
007-0007-525-9311	Transfer to S. Peninsula Sidewalk Fund (311)	\$	83,071
		<b>Subtotal</b>	<b>\$ 88,506</b>
<b>S. PENINSULA SIDEWALK FUND</b>			
311-0311-541-3100	Professional Services - Survey Work	\$	143,960
311-0311-541-3400	Contractural Services - Volusia County	\$	50,000
311-0311-541-9100	Transfer to Reserves	\$	(76,391)
		<b>Subtotal</b>	<b>\$ 117,569</b>
		<b>Total Expenses</b>	<b>\$ 240,573</b>





**Meeting Date:** 6/20/2024

**Agenda Item:** 12-A

## **Report to Town Council**

**Topic:** Update on Harbour Village CSA cost-participation request.

**Summary:** This item is a continuation from the May 7, 2024 regular Town Council meeting to consider a request from the Harbour Village Golf & Yacht Club Community Service Association (CSA) to participate in the cost of reconstructing its dune walkover.

**Suggested motion:** At Council's discretion.

**Requested by:** Mr. Lear, Planning & Development Director  
Rick Gray, President, on behalf of Harbour Village Golf & Yacht Club Community Service Association Inc., owner

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael, E. Disher AICP, Town Manager  
Date: June 12, 2024  
Subject: Update on Harbour Village CSA cost-participation request

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**MEETING DATE: June 20, 2024**

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At its May 7, 2024 meeting, the Town Council considered a request from the Harbour Village Golf & Yacht Club Community Service Association (CSA) to share in the cost of reconstructing its dune walkover. The dune walkover, which suffered considerable damage during the 2022 hurricane season, is privately owned but open to the public, pursuant to the Third Amendment to the Development Agreement for the Harbour Village Golf and Yacht Club PUD.

After discussion, the item was tabled to allow time to research two questions related to a contribution by the Town (paraphrased below).

1. *If the dune walkover is damaged in a future hurricane, would the Town's contribution be eligible for FEMA reimbursement?*

No, because the Town does not own or lease the property. See excerpt from FEMA's Public Assistance and Policy Guide, **Attachment 1**.

2. *Would the contribution of public funds by the Town require the walkover to be made ADA-compliant, including construction of a handicapped-accessible ramp?*

No, according to the Town Attorney, "...because the Town is not providing any programs, activities, or services for the dune walkover, and the Town is not responsible for any maintenance or operation of any portion of the dune walkover." See memo dated June 12, 2024, **Attachment 2**.

As noted previously, if the Town Council decides to contribute toward this project, the money would need to be included in the FY 24-25 budget. The construction estimate provided by Harbour Village CSA earlier this year was \$91,950. Although the CSA has not requested a specific percentage or amount, Staff had previously suggested 25% (or \$22,987.50) based on the rough percentage of the Town's population comprised of Harbour Village residents. The amount is ultimately at the discretion of the Town Council.



The request would then be processed at the beginning of the next fiscal year starting October 1, 2024. The arrangement would be in the form of a one-time cost-participation agreement indemnifying the Town for any possible liability and ensuring there is no additional obligation of any kind from the Town. Unless specified otherwise by the Council, approval of the agreement itself would follow the Town's purchasing procedures and spending thresholds, requiring Council approval only if the amount exceeds \$25,000.

Attachments:

1. Excerpt from FEMA's Public Assistance and Policy Guide
2. Memo from Town Attorney, June 12, 2024



- To address damage caused by the declared incident (Permanent Work, temporary repairs, and mold remediation).

The Applicant must demonstrate that the debris causing an immediate threat was generated by the declared incident during the declared incident period.

The Applicant must demonstrate that damage was caused directly by the declared incident. FEMA does not provide PA funding for repair of damage caused by:

- Deterioration;
- Deferred maintenance;
- The Applicant's failure to take measures to protect a facility from further damage; or
- Negligence.<sup>101</sup>

When necessary to validate damage, the Applicant may be required to provide:

- ☐ Pre-incident photographs of the impacted site or facility; and/or
- ☐ Documentation supporting pre-disaster condition of the facility (e.g., facility maintenance records, inspection/safety reports).

If a facility was functioning prior to the disaster and the disaster caused damage that rendered the facility non-functional, the facility may be eligible provided the pre-disaster condition was not a significant contributing factor in the cause of failure.

## **2. Within Designated Area**

To be eligible, the facility must be located, and work must be performed, in the designated area defined in the declaration [except for sheltering, evacuation, and EOC activities]. The sheltering, evacuation and EOC activities must be used for a declared area.<sup>102</sup> Emergency Work or Permanent Work performed on a facility located outside of the designated area is ineligible. This is true even if an eligible Applicant is legally responsible for the work, including work performed outside the designated area to protect a facility within the designated area.

Tribal governments do not always have geographical boundaries, and some have boundaries that cross State lines. Therefore, declarations do not usually define specific designated geographical areas for Tribal governments. For Tribal governments, FEMA determines eligibility based on legal responsibility and whether the work is directly related to the declared incident.

## **3. Legal Responsibility**

To be eligible, work must be the legal responsibility of the Applicant requesting assistance.<sup>103</sup>

To determine legal responsibility for Emergency Work, FEMA evaluates whether the Applicant requesting the assistance either had jurisdiction over the area or the legal authority to conduct the work related to the request at the time of the incident.

To determine legal responsibility for Permanent Work, FEMA evaluates whether the Applicant claiming the costs had legal responsibility for disaster-related restoration of the facility at the time of the incident based on ownership and the terms of any written agreements (such as for facilities under construction, leased facilities, and facilities owned by a Federal agency).

<sup>101</sup> 44 C.F.R. § 206.223(e).

<sup>102</sup> 44 C.F.R. § 206.223(a)(2).

<sup>103</sup> 44 C.F.R. § 206.223(a)(3).



(a) *Documentation to Support Legal Responsibility*

Documents that support legal responsibility include:

- ☐ Deeds;
- ☐ Titles;
- ☐ Lease agreements (required for leased facilities); and
- ☐ Contract (required for facilities under construction at the time of the incident).

(b) *Facility Ownership*

When the Applicant requests PA funding to restore a facility, it is the Applicant's responsibility to provide proof that it owns the facility. To determine ownership, FEMA may review deeds, title documents, and local government tax records.

Ownership of a facility is usually sufficient to establish the Applicant's legal responsibility to restore the facility, provided it is not under construction by a contractor or leased to another entity at the time of the incident.

(c) *Facilities under Construction*

If the facility is under construction by a contractor at the time of the incident, FEMA reviews the contract to determine whether the Applicant is legally responsible for the repair of damage caused by the incident.<sup>104</sup> At a minimum, FEMA evaluates the contract to determine if it:

- Identifies the contractor or owner as being responsible for disaster-related repairs;
- Requires a builder's risk policy for losses that occur while the contractor has control of the facility;
- Has a Force Majeure provision, which is a clause that relieves the contractor from responsibility for damage beyond its reasonable control, such as natural disasters (often referred to "acts of God") or acts of war; or
- Has a provision that identifies the point at which the contractor transfers legal responsibility for the facility, or portions of the facility, back to the owner.

(d) *Leased Facilities*

The Applicant may own a facility and lease it to a tenant, or the Applicant may lease a facility owned by another party. In either case, FEMA reviews the lease agreement to determine legal responsibility for repair of damage caused by the incident. If the lease does not specify either party as responsible, FEMA considers the owner of the facility legally responsible for the costs to restore the facility.

If the lease is between two eligible Applicants, FEMA provides PA funding to the Applicant legally responsible for the restoration.

(e) *Federal Facilities*

Facilities owned and maintained by Federal agencies are ineligible. If a Federal agency constructed a facility and formally designated the Applicant as the legally responsible entity for

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<sup>104</sup> Stafford Act § 406(e)(2), 42 U.S.C. § 5172.





SHEPARD, SMITH, KOHLMYER & HAND, P.A.  
ATTORNEYS & COUNSELORS AT LAW  
[SHEPARDFIRM.COM](http://SHEPARDFIRM.COM)

**MEMORANDUM**

**TO:** Mike Disher; Darren Lear  
**FROM:** Ryan Knight  
**DATE:** June 12, 2024  
**RE:** Harbor Village Cost Participation Request and ADA

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Title II of the Americans with Disabilities Act (ADA) applies to State and local governments, including towns and townships, school districts, water districts, special purpose districts, and other small local governments and instrumentalities. It prohibits discrimination on the basis of disability in all services, programs, and activities provided by towns. 28 CFR § 35.102. Thus, people with disabilities must have an equal opportunity to participate in and benefit from a town's services, programs, and activities. To accomplish this, the ADA sets requirements for town facilities, new construction and alterations, communications with the public, and policies and procedures governing town programs, services, and activities. Thus, Title II is intended to apply to all programs, activities, and services provided or operated by State and local governments.<sup>1</sup> Additionally, Title II of the ADA applies to State and local government facilities, among others. 36 CFR Part 1190. These include pedestrian facilities in public rights-of-way. *Id.*

Public entities are not subject to title III of the ADA, which covers only private entities. Conversely, private entities are not subject to title II. However, in many situations, public entities have a close relationship to private entities that are covered by title III, with the result that certain activities may be at least indirectly affected by both titles. Some examples would be where a

<sup>1</sup> <https://archive.ada.gov/taman2.htm> (Title II Technical Assistance Manual).





SHEPARD, SMITH, KOHLMYER & HAND, P.A.  
ATTORNEYS & COUNSELORS AT LAW  
[SHEPARDFIRM.COM](http://SHEPARDFIRM.COM)

municipality owns an office building that it uses for city business while also leasing space to other non-public entities or a municipality engaging in a joint venture with a private corporation to build a new sports stadium. In many of these situations, the municipality has a contract or agreement with a private entity that would subject it to title II or III regulations.

The Harbor Village Golf & Yacht Club Community Service Association, Inc. ("Harbor Village") has requested cost participation from the Town for repairs to its dune walkover. Pursuant to the Third Amendment to the Development Agreement PUD, the "dune easement and walkover shall be constructed at the expense of the Developer and shall be for the use of Ponce Inlet residents only." The Town does not have any maintenance obligations, does not provide any services, and does not own any portion of the dune walkover. Moreover, the Town has no contractual agreement with Harbor Village related to the dune walkover and the dune walkover is not located in a public right-of-way that requires the Town maintain nor does the Town have the obligation to maintain. Because the Town is not providing any programs, activities, or services for the dune walkover, and the Town is not responsible for any maintenance or operation of any portion of the dune walkover, the fact that the Town could possibly commit funds for the repair of the dune walkover would not subject the Town or the dune walkover to the compliance requirements of title II of the ADA.

/s/ Ryan G. Knight





**Meeting Date:** 6/20/2024

**Agenda Item:** 13-A

## **Report to Town Council**

**Topic:** Renewal of Contract for Government Affairs Consultant

**Summary:** Last October, the Town employed government affairs consultants at Sunrise Consulting Group (SCG) to advocate for the Town's interests with the Florida Legislature, particularly with legislative appropriations. That contract expired this month.

**Suggested motion:** Staff is requesting direction on the term length for a new government affairs consultant contract.

**Requested by:** Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### Town of Ponce Inlet

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: June 12, 2024  
Subject: Discussion - Renewal of Contract for Government Affairs Consultant

---

**MEETING DATE:** June 20, 2024

---

Beginning last October, the Town has employed the government affairs consultants at Sunrise Consulting Group (SCG) to advocate for the Town's interests with the Florida Legislature, particularly with legislative appropriations. Given that this was the Town's first use of a lobbying firm, the contract was limited to a period of eight months, at \$3,000 per month, covering the 2024 legislative calendar. That contract expired this month.

SCG now requests to renew its contract with the Town for a period of 12 months (attached). Staff supports this request, finding that SCG has been extremely helpful providing guidance, contacts, and access during the 2024 legislative session with respect to the Town's appropriation requests and legislative priorities. SCG has also supplied timely information throughout the year on pending legislation and grant opportunities. Since there are no additional funds remaining this fiscal year, any new contract would need be included in next fiscal year's budget starting October 1, 2024.

However, under the Town's current purchasing thresholds, any expense over \$25,000 would need to be put out for bid or secured through a "piggyback" arrangement through another jurisdiction. That would be the case at SCG's current rates for any term longer than eight months.

Staff is requesting direction on the term length for a new government affairs consultant contract. If the Council wishes a term longer than eight months, the money will need to be allocated in next year's budget, and Staff would need to put the contract out for bid next month in order to have a lobbyist secured for the start of the next fiscal year.

Attachments:

SCG letter of interest

2024 SCG proposed contract





June 5<sup>th</sup>, 2024

Mike Disher, Town Manager  
Town of Ponce Inlet  
4300 South Atlantic Avenue  
Ponce Inlet, FL 32127

Dear Mr. Disher,

As you are aware, Sunrise Consulting Group's contract for state government consulting with the Town of Ponce Inlet expires on June 13<sup>th</sup>, 2024. I have greatly enjoyed working for you, the Council, and the residents. All local governments are unique. Learning the nuances of Ponce Inlet and advancing its priorities have been rewarding. I am humbled and appreciative of the Town's interest in continuing to work with our firm. We appreciate the town's willingness to continue to work with us and have attached another contract. Please advise us as to when a new contract will be presented to council so that we can be available to provide commentary or respond to questions, if requested.

We appreciate this opportunity to continue advocating and driving the conversation around the great things that are happening in Ponce Inlet. If you have questions or require further assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Kalel', is positioned above the printed name.

Andrew Kalel  
Government Relations Consultant  
Sunrise Consulting Group



### SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement (“Agreement”) is entered into as of the date last signed below between Sunrise Consulting Group (“SCG”), of 5957 Riviera Lane, New Port Richey, Florida 34655; and the Town of Ponce Inlet, Florida (“Town”), of 4300 South Atlantic Avenue, Ponce Inlet, FL 32127.

WHEREAS, the Town is engaging the consulting services of SCG as further described herein.

ACCORDINGLY, the parties agree:

1. **Engagement Period.** The Town hereby engages SCG for state government consulting services for a period of 12 months (the “Engagement Period”) commencing on the date last signed below and expiring 365 calendar days after the effective date. Thereafter, the Agreement may be renewed for successive periods upon written agreement of the parties.
2. **Performance of Duties.** SCG’s duties will include, but are not limited to, the following:
  - Providing comprehensive state government consultation services of a lobbyist and assisting in the creation of, and advocacy for, the legislative and regulatory priorities of the Town.
  - Assisting the Town in creating and evaluating priorities and strategies for the successful advocacy of the Town’s positions.
  - Identifying the key issues and challenges the Town encounters, and assisting in creating strategies to address issues and challenges.
  - Devising an advocacy strategy tailored for the Town’s unique issues.
  - Keeping the Town’s executive staff and elected leadership apprised of all pending legislative bills that relate to the priorities of the Town.
  - Working to draft, file, and advocate for legislation on behalf of the Town.
  - Coordinating meetings for the Town with legislators, legislative staff, and relevant executive branch decision makers.
  - Supporting the Town’s executive staff and elected leadership during internal meetings, as needed.
  - Tracking legislation and budgetary items that are important to the Town.
  - Provide the Town with a report for each week of Florida’s legislative session with items relevant to the Town’s advocacy goals.

Communication: SCG will be available to meet with the Town, in person, at least annually. SCG will also use email, zoom, telephone, or additional in-person meetings to communicate with the Town. SCG may ask to schedule a zoom meeting or a conference call as information becomes available or develops regarding updated information on any impacts concerning the Town. SCG shall promptly communicate with the Town when important information becomes available.

Commitments. SCG will not make, agree to, or execute any agreements or commitments on behalf of the Town without the prior consent of the Town.



3. **Compensation.** SCG shall receive the following during the Engagement Period:
- a) **Retainer:** SCG's compensation for the agreement period commencing on the date last signed below (the "effective date"), and expiring 365 days after the effective date, will be \$3,000 USD per calendar month. The date in which this agreement becomes effective or terminates, there shall be an appropriate proration of the monthly fee on the basis of the number of days that the agreement is in effect during such month.
  - b) **Payment:** SCG shall send an invoice on the first day of each month. **Invoices shall be emailed to the contact provided by the Town.** Payment shall be made by the Town no later than thirty days upon receipt. All payments shall be remitted to Sunrise Consulting Group at 5957 Riviera Lane, New Port Richey, Florida 34655.
  - c) **Monthly Costs:** Out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the retainer. These costs may include travel and other expenses incurred on behalf of the Town. No monthly costs in addition to the retainer payment provided for in 3(a) will be invoiced without the Town's prior written approval.
4. **Representations and Warranties.** SCG represents and warrants the following:
- a) **Direct Conflict with Other Clients.:** SCG shall not retain a client during our engagement period that has a direct adversarial conflict of interest with the priorities of the Town. At the execution of this Agreement, SCG warrants that it does not have any clients that have a conflict of interest with the Town.
  - b) **Compliance with Law:** SCG shall at all times comply with applicable laws and regulations in the performance of its duties, including but not limited to laws related to state lobbyist registration.
5. **Confidentiality.** During and after the Engagement Period, (i) SCG shall not divulge, directly or indirectly, any secret or confidential information or knowledge (whether oral, written or electronic) pertaining to the business of the Town, or its subsidiaries, obtained by SCG while engaged by the Town and (ii) shall use such information or knowledge solely for the representation of the Town in SCG's performance of services under this Agreement. Upon the conclusion of the engagement, if requested by the Town, SCG shall return to the Town all documents provided by the Town to SCG.
6. **Cancellation.** Either party may terminate this Agreement for convenience upon 30 days' notice to the party.
7. **Modification.** No provision of this Agreement can be modified or amended, waived, or discharged unless such modification or amendment, waiver, or discharge is agreed to in writing by both parties.

Parties may renegotiate the terms of SCG's engagement at any time, but changes must be in writing, attached to the Agreement, and signed by both parties.



8. **Assignment.** No party may assign its rights without the written consent of the other party except that the Town may assign this Agreement to any successor to the Town's stock, business, or assets. The non-assigning party will not unreasonably withhold consent.
9. **Disputes.** This agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue for any dispute arising herefrom shall be in the appropriate state court in Leon County, Florida.
10. **Delegation.** No party may delegate its performance without the written consent of the other party.
11. **Personnel.** SCG will assign Andrew Kalel for the engagement provided herein. Staff in addition to Andrew Kalel may be assigned at SCG's discretion. There shall not be any substitution of personnel without the prior written consent of the Town.
12. **Time is of the Essence.** Time is of the essence with respect to SCG'S performance of its services hereunder.
13. **Notices.** All required notices, requests, demands, and other communications shall be made in writing as necessary and shall be either personally delivered, mailed certified or registered mail (postage prepaid, return receipt requested), or sent via nationally recognized overnight delivery service, to either the Town or SCG, as appropriate, at the addresses stated in hereinafter, and shall be deemed to have been given on the date of actual delivery.

Town: **The Town of Ponce Inlet, Florida.**  
Attention: **Michael Disher**  
4300 South Atlantic Avenue,  
Ponce Inlet, FL 32127

SCG: **Sunrise Consulting Group**  
Attention: **Shawn Foster**  
5957 Riviera Lane  
New Port Richey, FL 34655

14. **Entire Agreement.** This Agreement reflects the entire understanding between the parties. Any written, printed, or other materials which the Town provides to SCG that are not incorporated in this Agreement do not constitute a term or condition of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS THEREOF, the parties hereto have executed this Agreement of as the date written above.

The Town of Ponce Inlet, Florida.

By: \_\_\_\_\_

Name:

Title: Town Manager

\_\_\_\_\_  
DATE



*PRESIDENT*

*Sunrise Consulting Group*

June 5<sup>th</sup>, 2024

DATE



ADDEMDUM TO  
AGREEMENT FOR STATE LEGISLATIVE CONSULTING PROFESSIONAL SERVICES  
BETWEEN THE TOWN OF PONCE INLET, FLORIDA,  
AND SUNRISE CONSULTING GROUP

June 5<sup>th</sup>, 2024

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between TOWN OF PONCE INLET, FLORIDA, and Florida municipal corporation (herein after referred to as “the Town”) and SUNRISE CONSULTING GROUP, a Florida Limited Liability Company, (herein referred to as “CONSULTANT”).

WHEREAS, the TOWN and the CONSULTANT entered into an Agreement on October 13<sup>th</sup>, 2023, with an initial term of 8 months.

WHEREAS, the current contract allows for the CONSULTANT to be paid a retainer fee of \$3,000 per month, approved by the Town Council.


NOW THEREFORE, be it resolved that both the TOWN and the CONSULTANT agree to execute this agreement for an additional 8 month extension, expiring 8 months after the date last signed below.

WHEREFORE, the parties have executed the agreement on the day last signed below.

TOWN OF PONCE INLET

SUNRISE CONSULTIN GROUP

By: \_\_\_\_\_  
Town Manager

By:  \_\_\_\_\_  
Shawn Foster

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DATE: 06 / 05 / 2024

Witness

\_\_\_\_\_





**Meeting Date:** 6/20/2024

**Agenda Item:** 13-B

## **Report to Town Council**

**Topic:** Beach parking and traffic issues.

**Summary:** The Ponce Inlet Police Department was asked to provide a summary of the current parking and traffic issues the Town is experiencing. This report is intended to update the Town Council and residents.

**Suggested motion:** At Council's discretion.

**Requested by:** Chief Glazier, Police Chief

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### PONCE INLET POLICE DEPARTMENT – OFFICE OF THE CHIEF OF POLICE

*THE TOWN OF PONCE INLET STAFF SHALL BE PROFESSIONAL, CARING, AND  
FAIR IN DELIVERING COMMUNITY EXCELLENCE WHILE ENSURING PONCE  
INLET CITIZENS OBTAIN THE GREATEST VALUE FOR THEIR TAX DOLLAR.*

**TO:** Michael E. Disher, AICP, Town Manager

**FROM:** Chief Jeff Glazier

**DATE:** June 11, 2024

**SUBJECT:** Ponce Inlet parking and traffic issues

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The Ponce Inlet Police Department was asked to provide a summary of the current parking and traffic issues the Town is experiencing. The population growth in the State of Florida and Volusia County has led to increased traffic in the Town of Ponce Inlet. The attached presentation describes the current challenges and some of the ways in which the PIPD has responded.

The Planning and Development Department will play a role in mitigating some of the same issues by preparing amendments to the code, if directed by the Town Council. Their presentation will occur at a later date.





# Ponce Inlet Police Dept.

## Traffic & Parking Issues

June 20, 2024



# RECENT HEADLINES



Florida population growth was the highest in the country between 2022 and 2023. In addition, four of the five fastest-growing metro areas in the US were in Florida.

Florida Fastest-Growing State for Fifteenth Time Since 1957

As population surges, Volusia County looks for new ways to tackle growth

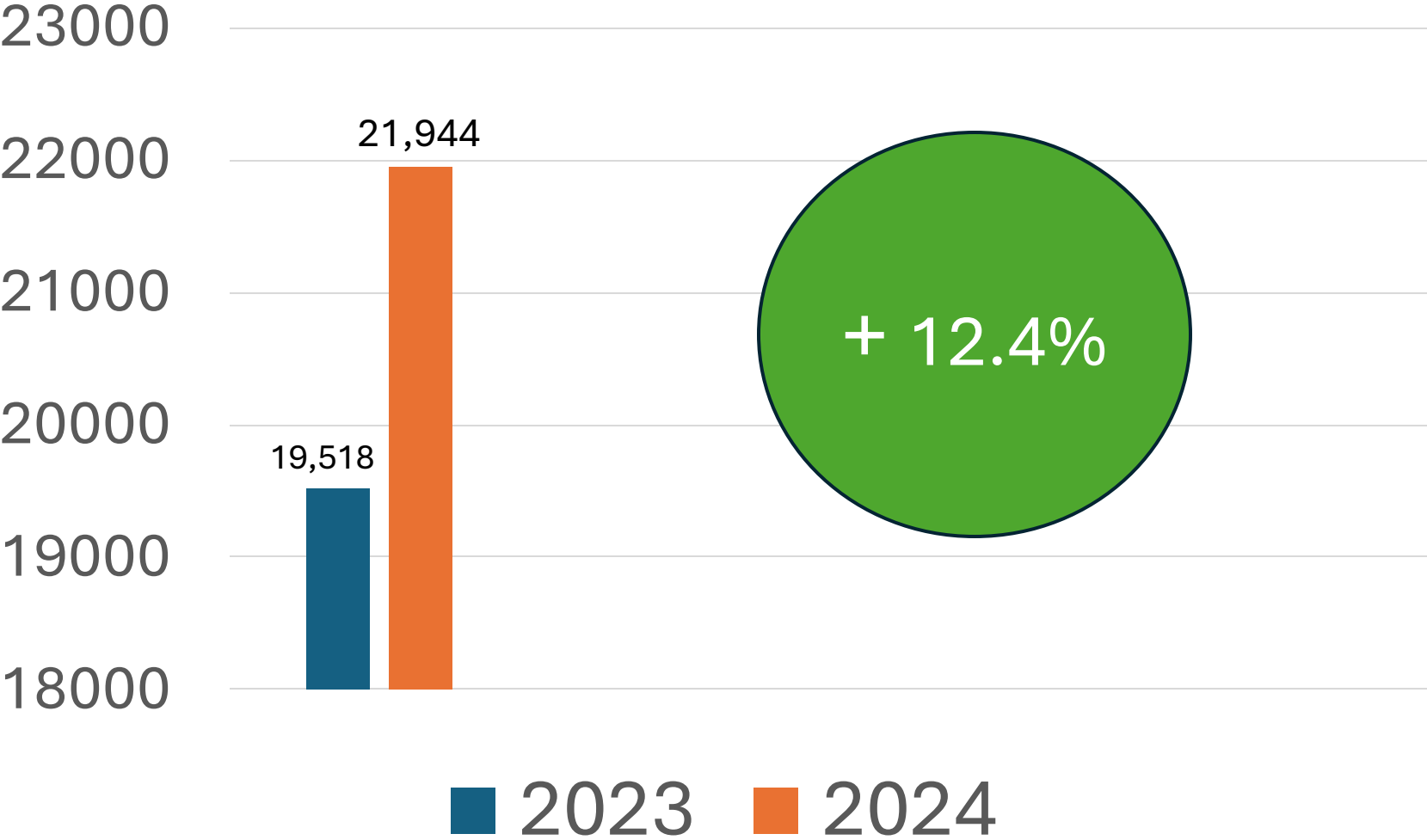
Florida among top 10 states with highest population increase

Market in Focus: Florida Has Highest Population Growth Rate In U.S.





# Memorial Day Weekend Traffic Numbers





# Traffic Influencers



1. Weather
2. Calendar
3. Events
4. Tides
5. Decisions by Volusia County

\*License Plate Readers at Beach Access Points (Good!)

\* Free Beach Parking for All Volusia Residents (?)



**Saturdays, Sundays & Holiday Weekends  
8am-3pm Window**

**“Choke Points”**

















# Technology





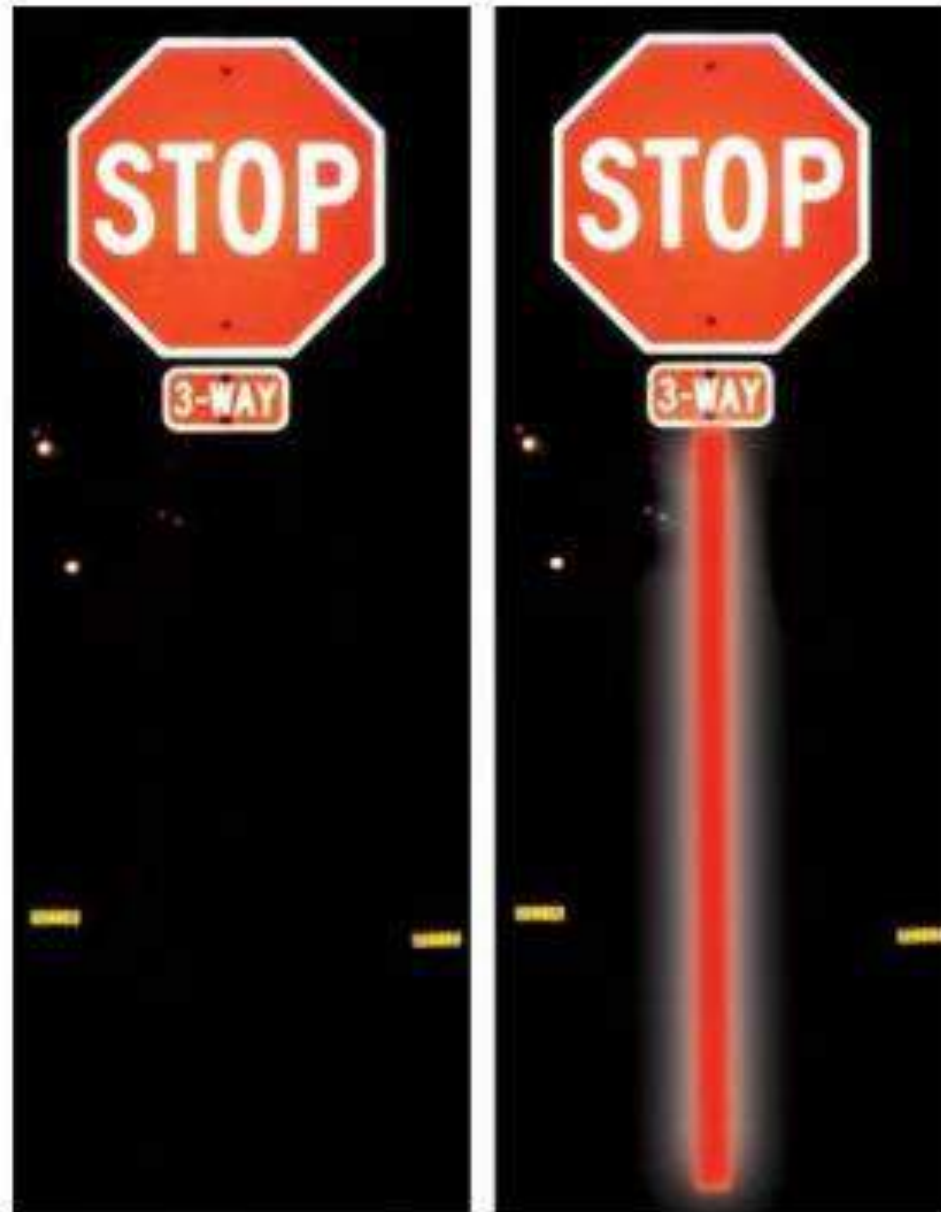
# Modern Signage

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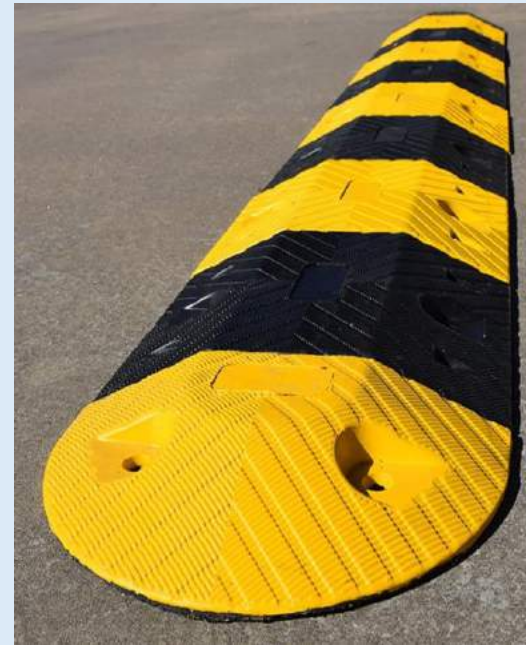


# Post Reflectors





Parking  
Permit



Calming  
Device



§ 316.008 expressly authorizes municipalities to regulate stopping, standing, and parking with respect to streets within their boundaries. Thus, municipalities can enact ordinances to establish parking regulations, such as time limits, permit requirements, and designated parking areas, but such regulations cannot contradict state law.





**Meeting Date: 6/20/2024**

**Agenda Item: 15**

### **Report to Town Council**

**Topic:** From the Town Manager

**Summary:** Please see attached report.

**Requested by:** Mr. Disher, Town Manager

**Approved by:** Mr. Disher, Town Manager





## MEMORANDUM

### OFFICE OF THE TOWN MANAGER

*The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.*

To: Town Council  
From: Michael E. Disher, AICP, Town Manager  
Date: June 13, 2024  
Subject: Town Manager's Report

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**MEETING DATE:** June 20, 2024

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1. County Council updates:

a. May 21, 2024 meeting:

- [Item 4](#) – Request by County Chair to allow additional beach parking during the annual Legends Parade. As outlined by County staff, this proposal would require numerous legal hurdles to accomplish, including a change to state law. The Council County decided to accept the Town's alternate proposal of utilizing Town-owned properties and working with Ponce Inlet businesses to provide additional parking for the event, as outlined in the [Mayor's letter](#).

b. June 4, 2024 meeting:

- [Item 12](#) – Use of body cameras by Code Enforcement Officers. Unlike with police officers, State law does not grant code officers the blanket right to use cameras in all situations. Code officers must currently ask permission before videoing within a private residence. The County Council ultimately decided to seek a change to this law before providing cameras to its code officers.

c. June 18, 2024 meeting:

- [Item 8](#) – Approval of agreement with Motorola Solutions for fire station alerting system for all county and municipal fire stations.
- [Item 12](#) – Charter Amendment discussion. The County Council will be reviewing the process for amending the charter, along with prior amendments proposed in 2020 but not acted upon.

2. Public Works updates:



- The stop signs and crosswalks at Ocean Way Drive and S. Peninsula Drive were installed on June 10<sup>th</sup>.
- The Phase 2 storm system pipe cleaning project on the northern portion of town has been completed. Staff intends to repeat this cleaning going forward every 5 years or so.

3. Building permit activity: The number of permits and applications remains above the 100-per-month average for the fourth month in a row.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	94	112	112	111	142								571	114
Permits issued	85	118	113	96	147								559	112
Plan reviews	85	118	113	118	137								576	115
Inspections	243	242	274	292	254								1305	261