



TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY

SEPTEMBER 19, 2024 – 6:00 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. Certificate of recognition to “Ponce Harvey Winchester” and his parents.
- B. Proclamation – Declaring October 23-31 as Red Ribbon week, supporting the Volusia Young Marines.

- C. Port Orange-South Daytona Chamber of Commerce presentation – *Barbara Ann Heegan, President and CEO*
- D. Mayor's proclamation 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. Disposal of fixed assets.
 - B. Approval of the Town Council Regular meeting minutes. – August 22, 2024.
 - C. Approval of the Town Council Special Budget Hearing meeting minutes. – September 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. Ordinance 2024-03 – 2nd reading – Amendment to LUDC Section 3.17, Docks, Boathouses, Boat Slips, and Piers.
 - B. Final Millage Rate and Budget for Fiscal Year 2024/2025:
 - i. Resolution 2024-16 – Adopting a final millage rate for fiscal year 2024/2025.
 - ii. Ordinance 2024-05 – 2nd reading – Incorporating the final audited budget of fiscal year 2022/2023, amending the budget for fiscal year 2023/2024, and adopting the budget for fiscal year 2024/2025.
11. **ORDINANCES (FIRST READING) AND RESOLUTIONS:**
- A. Resolution 2024-17 – Accepting the results of the Town's general election held on August 20, 2024.
 - B. Resolution 2024-18 – Request for Supplemental Appropriation in the FY 23/24 budget for repair of pilings at the Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and docks at the boat ramp.

- C. Purchase of 75' quint fire apparatus.
 - i. Request to purchase a 75' quint apparatus from Matheny Fire and Emergency in the amount of \$1,263,200.
 - ii. Acceptance of proposal from TD Equipment Finance, Inc. for the financing of the 75' quint fire apparatus.
 - iii. Resolution 2024-19 – Authorizing the execution and delivery of a lease-purchase agreement with TD Equipment Finance, Inc. for the acquisition, financing, leasing, and purchase of a 75' quint fire apparatus from Matheny Fire and Emergency.
- 12. OLD BUSINESS: *None*.
- 13. NEW BUSINESS:
 - A. Interlocal Agreement with Volusia County to maintain the current process for payment of Volusia County transportation impact fees on County-maintained roads within the Town of Ponce Inlet
 - B. Acceptance of bid from Sea Level Development, LLC for the Ponce Inlet Stormwater Improvements Project, Bid No. 2024-01.
- 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):

- Thursday, October 17, 2024, 2:00 PM – Regular Town 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: 9/19/2024

Agenda Item: 6

Report to Town Council

Topic: Proclamations, Presentations, and Awards.

Summary:

- A. Certificate of recognition to “Ponce Harvey Winchester” and his parents.
- B. Proclamation – Declaring October 23-31 as Red Ribbon week, supporting the Volusia Young Marines.
- C. Port Orange-South Daytona Chamber of Commerce presentation.
- D. Mayor’s proclamation report.

Suggested motion: None required.

Requested by: Mayor Paritsky

Approved by: Mr. Disher, Town Manager

**Town of Ponce Inlet
Certificate of Recognition**

**This certificate is hereby presented to
Brandon Winchester & Bethany Thurman**

Proud parents of Ponce Harbey Winchester

In celebration of naming your child after our beloved town, Ponce Inlet.

**Your choice reflects the special connection and love you have for our community, for which we are
deeply honored.**

May Ponce always carry the spirit of our town in his heart, wherever life may lead.

**Presented with sincere appreciation on this day,
September 19th, 2024.**

Lois A. Paritsky

Lois A. Paritsky, Mayor



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: Town Council
From: Lois A. Paritsky, Mayor *LAP*
Date: September 10, 2024
Subject: Proclamation Presentation

In recognition of “Red Ribbon Week”, I am presenting a Proclamation to members of the Volusia Young Marines, proclaiming October 23rd through the 31st as *Red Ribbon Week*.

A copy of the Proclamation may be viewed at the Town Hall.

PROCLAMATION

OF THE

TOWN OF PONCE INLET, FLORIDA

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "KiKi" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23rd through the 31st has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment; and

NOW, THEREFORE, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet, do hereby proclaim October 23rd – 31st, 2024 as

Red Ribbon Week

in the Town of Ponce Inlet and urge all citizens to join me in this special observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 19th day of September 2024.



Town of Ponce Inlet, Florida

Lois A. Paritsky
Mayor Lois A. Paritsky

Attest:

Kim Cherbano
Kim Cherbano, CMC/Town Clerk



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: Town Council
Through: Michael E. Disher, Town Manager
From: Mayor Lois A. Paritsky *LAP*
Date: September 19, 2024
Subject: Proclamation Report

The following Proclamations will be presented after this meeting:

- In conjunction with the celebration of “National Community Planning Month”, I am presenting a Proclamation declaring October 2024 as *Community Planning Month*.
- In recognition of the role played by municipal government in our daily lives, I will present a Proclamation declaring the week of October 21st – 27th as *Florida City Government Week*.
- To encourage residents to learn more about the native plants in our community, I am presenting a Proclamation declaring October 2024 as *Florida Native Plant Month*.

A copy of the Proclamations may be viewed at the Town Hall kiosk.

PROCLAMATION

OF THE

TOWN OF PONCE INLET, FLORIDA

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefit of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association endorses National Community Planning Month as an opportunity to highlight the contributions that sound planning and plan implementation make to the quality of life and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of professional planners, members of planning boards and commissions, and other citizen and volunteers who have contributed their time and expertise to the improvement of the Town of Ponce Inlet and the State of Florida; and

WHEREAS, we further recognize the many valuable contributions made by the Town's professional planning staff and extend our heartfelt thanks for the continued commitment to public service by these professionals.

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

COMMUNITY PLANNING MONTH

in the Town of Ponce Inlet in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 19th day of September 2024.



Town of Ponce Inlet, Florida

Lois A. Paritsky
Mayor Lois A. Paritsky

Attest:

Kim Cherbano
Kim Cherbano, CMC/Town Clerk

PROCLAMATION OF THE TOWN OF PONCE INLET, FLORIDA

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

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

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

WHEREAS, Florida Municipal Government Week is a time to recognize the important role played by municipal government in our daily lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of projects and information; and

WHEREAS, Florida Municipal Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement and positively impact lives by volunteering.

NOW THEREFORE, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the week of **October 21st – 27th, 2024** as

FLORIDA CITY GOVERNMENT WEEK

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 19th day of September 2024.



Town of Ponce Inlet, Florida

Lois A. Paritsky

Mayor Lois A. Paritsky

Attest:

Kim Cherbano

Kim Cherbano, CMC/Town Clerk

PROCLAMATION

OF THE

TOWN OF PONCE INLET, FLORIDA

WHEREAS, Florida enjoys an incredible and distinctive diversity of native plants with more than 3,300 native species inhabiting a rich array of natural communities, ranging from the temperate forests of the north to the tropical hammocks of the south, and from the unique scrub of the central ridges to the mangrove swamps of the coast; and

WHEREAS, native plants are well-adapted to Florida's soils, temperatures, precipitation, and environmental conditions, making them the best option for conserving and protecting our environment, and adapting to its changes; and

WHEREAS, the local Florida Native Plant Society Pawpaw Chapter was founded around 1990, the dedicated members objective is to protect and restore native plant communities, to provide a forum for the exchange of ideas and knowledge regarding native flora of the region, and to provide and make recommendations regarding issues that concern native plants and/or their habitats, and during the month of October will bring awareness to the community; and

WHEREAS, the overall purpose of the Florida Native Plant Society is to promote the preservation, conservation, and restoration of the native plants and native plant communities of Florida, and it supports conservation land acquisition and public policies that protect native flora, provides education and research on native plant species, manages land that enhances habitat suitability for native plants, and encourages local landscaping practices and policies that preserve native plant heritage; and

WHEREAS, the Florida Native Plant Society has established Florida Native Plant Month to help bring awareness about the importance of its mission and in preserving the state's native plants, especially those that are rare; and

WHEREAS, the Town of Ponce Inlet has a wealth of beautiful natural areas that showcase Florida's native flora and native plant communities, and it is important to encourage public awareness about the benefits of Florida's native plants to pollinators and other wildlife, to the economy, and to the health and sustainability of Florida's fragile ecosystems; and

NOW, THEREFORE, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the month of October as

Florida Native Plant Month

I urge all residents to learn more about the native plants in our community and join me in thanking the Florida Native Plant Society for making our Town a more beautiful place to live and for preserving our native plant heritage.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 19th day of September, 2024.



Town of Ponce Inlet, Florida

Lois A. Paritsky
Mayor Lois A. Paritsky

Attest:

Kim Cherbano
Kim Cherbano, CMC
Town Clerk



Meeting Date: 9/19/2024

Agenda Item: 7

Report to Town Council

Topic: Consent Agenda

- A. Disposal of fixed assets.
- B. Approval of the Town Council Regular meeting minutes. – August 22, 2024.
- C. Approval of the Town Council Special Budget Hearing meeting minutes. – September 4, 2024.

Summary: See attached staff reports.

Suggested motion: To approve the Consent agenda as presented.

Requested by: Ms. McColl, Finance Director
Ms. Cherbano, Town Clerk

Approved by: Mr. Disher, Town Manager



MEMORANDUM
TOWN OF PONCE INLET - FINANCE DEPARTMENT

*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: Kim McColl, Finance Director
Jeri Hall, Assistant Finance Director

Date: September 6, 2024

Subject: Fixed Asset Disposals

MEETING DATE: September 19, 2024

Introduction:

Capital assets are defined by the Town as real or personal property that are used in operations, have an initial cost equal to or greater than \$5,000, and have an estimated useful life of two or more years.

Background:

Per Code of Ordinances Article VII, Division 3, Sec 2-382, personal property deemed obsolete, unusable, or in the best interest of the Town for sale, may be sold by negotiated sales, auction or other procedure approved by the Town Manager. Approval from the Town Manager and Town Council is required for the disposition of capital assets.

Each department has conducted an annual inventory of their fixed assets. All items have been approved by each Department's asset custodian and the Town Manager and are included on the attached worksheet.

Request:

Staff seeks approval to declare the attached list of fixed assets as surplus property and remove them from the Fixed Asset master file.Final

TOWN OF PONCE INLET
FISCAL YEAR END 2024 - FIXED ASSET DISPOSALS

	DEPT	DESCRIPTION	DISPOSED/REASON	ORIGINAL COST	IMPROV	ADJUSTED COST	LIFE	ACQUIRED DATE	DISPOSAL DATE	ACCUM DEPR	BOOK VALUE
		GENERAL ASSETS BY DEPT									
ADMINISTRATION											
MACHINERY & EQUIPMENT 900-0000-165-9000											
1629	13	Telephone system-front reception	OBSOLETE-RETURNED TO MANUFACTURER	13,939.00		13,939.00	120	4/13/2000	9/30/2024	13,939.00	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		13,939.00		13,939.00				13,939.00	-
		TOTAL DISPOSALS ADMIN		13,939.00		13,939.00				13,939.00	-
PLANNING & DEVELOPMENT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
1901	15	22 Button Telephone Ext	OBSOLETE-RETURNED TO MANUFACTURER	887.73		887.73	60	12/21/2004	9/30/2024	887.73	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		887.73		887.73				887.73	-
		TOTAL DISPOSALS PL & DEV		887.73		887.73				887.73	-
IT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
2180	16	12 Channel Mixer	OBSOLETE-JUNKED/SCRAPPED BROKEN	2,127.90		2,127.90	120	3/21/2008	9/30/2024	2,127.90	-
2356	16	Incode Personnel Management Suite & Time Entry (Split with Water Asset 2357)	OBSOLETE	2,939.25		2,939.25	60	3/23/2012	9/30/2024	2,939.25	
2358	16	Quad Core Intel Xeon Processor (Split with Water Asset 2359)	OBSOLETE-JUNKED/SCRAPPED BROKEN	2,755.04		2,755.04	60	3/4/2012	9/30/2024	2,755.04	-
2402	16	ARC GIS Software	OBSOLETE-JUNKED/SCRAPPED	1,182.50		1,182.50	60	12/7/2012	9/30/2024	1,182.50	-
2403	16	ARC GIS Software	OBSOLETE-JUNKED/SCRAPPED	1,182.50		1,182.50	60	12/27/2012	9/30/2024	1,182.50	-
2406	16	Backup Server, HP DL320E GEN8 E3-1240V2 (Split with Water Asset 2426)	OBSOLETE-JUNKED/SCRAPPED	3,724.83		3,724.83	36	5/7/2013	9/30/2024	3,724.83	-
2474	16	Computer, Apple Macbook	OBSOLETE-JUNKED/SCRAPPED	1,379.00		1,379.00	36	12/9/2014	9/30/2024	1,379.00	-
2475	16	Computer, HP Elitebook 850 G1-Ultrabook	OBSOLETE-JUNKED/SCRAPPED BROKEN	1,282.00		1,282.00	36	3/24/2015	9/30/2024	1,282.00	-
2476	16	Computer, HP Elitebook G1-Ultrabook	OBSOLETE-JUNKED/SCRAPPED	1,282.00		1,282.00	36	3/24/2015	9/30/2024	1,282.00	-
2477	16	Computer, HP Smart Buy 2230	OBSOLETE-JUNKED/SCRAPPED	1,492.44		1,492.44	36	1/9/2015	9/30/2024	1,492.44	-
2478	16	HP Proliant Server - G9 (Split with Water Asset 2479)	OBSOLETE-JUNKED/SCRAPPED	13,180.89		13,180.89	36	5/19/2015	9/30/2024	13,180.89	-
2521	16	Computer, HP Elitebook 850 G1-Ultrabook	OBSOLETE-JUNKED/SCRAPPED BROKEN	1,282.00		1,282.00	36	6/3/2015	9/30/2024	1,282.00	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		33,810.35		33,810.35				33,810.35	-
		TOTAL DISPOSALS IT		33,810.35		33,810.35				33,810.35	-
POLICE DEPT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
1677	21	ACT Battery Charger Patrol Office	JUNKED/SCRAPPED	825.00		825.00	60	11/9/2001	9/30/2024	825.00	-
1914	21	HP Color laserjet printer	BROKEN-JUNKED/SCRAPPED	1,828.00		1,828.00	60	4/6/2005	9/30/2024	1,828.00	-
2168	21	Telephone System PD	OBSOLETE-RETURNED TO MANUFACTURER	2,130.00		2,130.00	60	10/19/2006	9/30/2024	2,130.00	-
2369	21	Radio M7300 in 2013 Ford Explorer (Asset 2368)	SALE/AUCTION	3,669.51		3,669.51	120	9/27/2012	9/30/2024	3,669.51	
2447	21	Radio M7300 in 2015 Ford Explorer (Asset 2448)	SALE/AUCTION	3,502.82		3,502.82	96	8/20/2014	9/30/2024	3,502.82	
2506	21	Light, Speaker & Siren in 2016 Ford Explorer (Asset 2507)	SALE/AUCTION	2,467.62		2,467.62	60	8/26/2015	6/20/2024	2,467.62	
2522	21	Computer, HP Elitebook 850 G2 - 15.6 inch	OBSOLETE-JUNKED/SCRAPPED BROKEN	1,280.00		1,280.00	36	9/4/2015	9/30/2024	1,280.00	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		15,702.95		15,702.95				15,702.95	-
VEHICLES 900-0000-166-9000											
2368	21	2013 Ford Explorer	SALE/AUCTION	26,361.50	-	26,361.50	60	9/9/2012	6/20/2024	26,361.50	-
2448	21	2015 Ford Explorer	SALE/AUCTION	26,923.00		26,923.00	36	9/12/2014	6/20/2024	26,923.00	-
2507	21	2016 Ford Explorer	SALE/AUCTION	25,131.00		25,131.00	60	9/14/2015	6/20/2024	25,131.00	-
2558	21	Stalker Radar Equipment in 2017 Ford Explorer	SALE/AUCTION	2,016.50		2,016.50	60	4/6/2017	9/30/2024	2,016.50	-
2559	21	Mobile Radio M7300 in 2017 Ford Explorer	SALE/AUCTION	4,153.21		4,153.21	120	4/6/2017	9/30/2024	2,699.58	1,453.63
2598	21	2018 Ford Explorer	SALE/AUCTION	31,455.44		31,455.44	60	4/12/2018	9/30/2024	31,455.44	-
2642	21	2018 Ford Explorer Interceptor Utility	SALE/AUCTION	22,993.60		22,993.60	60	2/7/2019	9/30/2024	21,460.70	1,532.90
2643	21	Gunlock. Charger. Laptop Mount & Lightbar for 2018 Ford Explorer (Asset 2642)	SALE/AUCTION	5,611.16		5,611.16	60	2/7/2019	9/30/2024	5,237.10	374.06
2644	21	Graphics for 2018 Ford Explorer (Asset 2642)	SALE/AUCTION	325.00		325.00	60	2/7/2019	9/30/2024	303.34	21.66
2645	21	Antennas for 2018 Ford Explorer (Asset 2642)	SALE/AUCTION	200.21		200.21	60	2/7/2019	9/30/2024	186.87	13.34
		TOTAL DISPOSALS VEHICLES		145,170.62		145,170.62				141,775.03	3,395.59
		TOTAL DISPOSALS POLICE		160,873.57		160,873.57				157,477.98	3,395.59

TOWN OF PONCE INLET
FISCAL YEAR END 2024 - FIXED ASSET DISPOSALS

	DEPT	DESCRIPTION	DISPOSED/REASON	ORIGINAL COST	IMPROV	ADJUSTED COST	LIFE	ACQUIRED DATE	DISPOSAL DATE	ACCUM DEPR	BOOK VALUE
FIRE DEPT											
MACHINE & EQUIPMENT 900-0000-165-9000											
1406	22	Manifold E178	OBSOLETE-JUNKED/SCRAPPED	1,100.00	-	1,100.00	60	10/29/1992	9/30/2024	1,100.00	-
1530	22	Hydrant Flow Test Kit-Storage	OBSOLETE-JUNKED/SCRAPPED	2,529.90		2,529.90	60	9/30/1998	9/30/2024	2,529.90	-
1622	22	18" vac fan-4 cycle-5.5 HP	JUNKED/SCRAPPED	1,125.00		1,125.00	60	9/16/2000	9/30/2024	1,125.00	-
1743	22	Station Alert System-station	OBSOLETE-JUNKED/SCRAPPED	1,538.60		1,538.60	60	10/17/2002	9/30/2024	1,538.60	-
2269	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.36		6,163.36	60	7/16/2010	9/30/2024	6,163.36	-
2270	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.36		6,163.36	60	7/16/2010	9/30/2024	6,163.36	-
2271	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.36		6,163.36	60	7/16/2010	9/30/2024	6,163.36	-
2272	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.36		6,163.36	60	7/16/2010	9/30/2024	6,163.36	-
2273	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.37		6,163.37	60	7/16/2010	9/30/2024	6,163.37	-
2274	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.37		6,163.37	60	7/16/2010	9/30/2024	6,163.37	-
2275	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.37		6,163.37	60	7/16/2010	9/30/2024	6,163.37	-
2276	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.37		6,163.37	60	7/16/2010	9/30/2024	6,163.37	-
2277	22	SCBA, Masks, Huds, Hoses and Pouches	OBSOLETE-JUNKED/SCRAPPED	6,163.37		6,163.37	60	7/16/2010	9/30/2024	6,163.37	-
2393	22	Stretcher	OBSOLETE-JUNKED/SCRAPPED	3,307.00		3,307.00	48	4/4/2013	9/30/2024	3,307.00	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		65,070.79	-	65,070.79				65,070.79	-
		TOTAL DISPOSALS FIRE		65,070.79	-	65,070.79				65,070.79	-
PUBLIC WORKS DEPT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
2312	39	A/C 3 Ton Carrier	JUNKED/SCRAPPED	3,059.00		3,059.00	120	1/20/2011	9/30/2024	3,059.00	-
2314	39	Lightbar for Ford F-150 (Split with Water Asset 2346)	SALE/AUCTION	875.10		875.10	60	4/14/2011	9/30/2024	875.10	
2462	39	Lightbar for truck 3905	SALE/AUCTION	2,069.00		2,069.00	120	8/11/2014	6/20/2024	1,896.55	172.45
		TOTAL DISPOSALS MACHINE & EQUIPMENT		6,003.10	-	6,003.10				5,830.65	172.45
VEHICLES 900-0000-166-9000											
1700	39	Dump Truck	SALE/AUCTION	25,765.00		25,765.00	120	10/8/2001	9/30/2024	25,765.00	-
2460	39	2014 Ford F150	SALE/AUCTION	17,211.50		17,211.50	120	7/21/2014	6/20/2024	15,920.67	1,290.83
		TOTAL DISPOSALS VEHICLES		42,976.50		42,976.50				41,685.67	1,290.83
		TOTAL DISPOSALS PUBLIC WORKS		48,979.60	-	48,979.60				47,516.32	1,463.28
PARKS & RECREATION											
IMPROVEMENTS WITHOUT BUILDING 900-0000-163-9000											
2327	72	Dune Walkover	DESTROYED BY HURRICANE IAN	128,516.62		128,516.62	120	3/2/2011	10/1/2023	128,516.62	
		TOTAL DISPOSALS IMPROVEMENTS OTHER THAN BLDG		128,516.62		128,516.62				128,516.62	-
MACHINERY & EQUIPMENT 900-0000-165-9000											
2466	73	Computer, Hewlett Packard - Museum	OBSOLETE-JUNKED/SCRAPPED	1025.01		1,025.01	60	8/5/2014	9/30/2024	1,025.01	-
2491	72	Signs, Birds of Prey Look Out - Ponce Preserve	JUNKED/SCRAPPED	1,018.75		1,018.75	120	3/20/2015	9/30/2024	874.47	144.28
2492	72	Signs, Mangroves Timucuan Oaks - Boardwalk	JUNKED/SCRAPPED	954.75		954.75	120	3/20/2015	9/30/2024	819.52	135.23
2493	72	Signs, Share the Shore Ponce Preserve - Ocean side	JUNKED/SCRAPPED	954.75		954.75	120	3/27/2015	9/30/2024	819.52	135.23
2494	72	Signs, Salt Marshes Ponce Preserve - Marsh side	JUNKED/SCRAPPED	954.75		954.75	120	3/27/2015	9/30/2024	819.52	135.23
97006	72	Davies LH Park - Echo Temp Sign-CIP	JUNKED/SCRAPPED	219.73	-	219.73	12	10/1/2022	9/30/2024	219.73	-
97007	72	Davies LH Park-Temp Sign-CIP	JUNKED/SCRAPPED	219.73		219.73	12	10/1/2022	9/30/2024	219.73	-
97011E	72	Davies LH Park - CIP - SRP Freestanding Bench Porch Swing	JUNKED/SCRAPPED	1,395.00		1,395.00	120	10/1/2022	9/30/2024	139.50	1,255.50
		TOTAL DISPOSALS MACHINE & EQUIPMENT		6,742.47		6,742.47				4,937.00	1,805.47
		TOTAL DISPOSALS P&R		135,259.09		135,259.09				133,453.62	1,805.47
		TOTAL DISPOSALS GENERAL FUND		458,820.13	-	458,820.13				452,155.79	6,664.34

TOWN OF PONCE INLET
FISCAL YEAR END 2024 - FIXED ASSET DISPOSALS

	DEPT	DESCRIPTION	DISPOSED/REASON	ORIGINAL COST	IMPROV	ADJUSTED COST	LIFE	ACQUIRED DATE	DISPOSAL DATE	ACCUM DEPR	BOOK VALUE
		PROPRIETARY ASSETS									
		FUND 401									
		WATER DEPT									
		MACHINERY & EQUIPMENT 401-0000-165-9000									
2346	23	Light Bar for Ford F-150 (Split with Public Works Asset 2314)	SALE/AUCTION	875.10		875.10	60	4/21/2011	9/30/2024	875.10	
2357	23	Incode Personnel Management Suite & Time Entry (Split with IT Asset 2356)	OBSOLETE	242.00		242.00	60	3/23/2012	9/30/2024	242.00	
2359	23	Quad Core Intel Xeon Processor (Split with IT Asset 2358)	OBSOLETE-JUNKED/SCRAPPED BROKEN	207.37		207.37	60	3/4/2012	9/30/2024	207.37	-
2426	23	Backup Server - (Split with IT Asset 2406)	OBSOLETE-JUNKED/SCRAPPED	280.36		280.36	36	5/7/2013	9/30/2024	280.36	
2479	23	HP Proliant Server - G9 (Split with IT 2478)	OBSOLETE-JUNKED/SCRAPPED	992.11		992.11	36	5/19/2015	9/30/2024	992.11	-
		TOTAL DISPOSALS PROPRIETARY ASSETS		2,596.94	-	2,596.94				2,596.94	-
		TOTAL DISPOSALS ALL DEPARTMENTS		461,417.07	-	461,417.07				454,752.73	6,664.34



4

**Town of Ponce Inlet
Town Council
Regular Meeting Minutes
August 22, 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

Staff Members Present:

Ms. Alex, Cultural Services Manager

Ms. Cherbano, Town Clerk

Mr. Disher, Town Manager

Ms. Dowling, HR Coordinator

Mr. Dunlap, Acting Public Works Director

Ms. Gjessing, Assistant Deputy Clerk

Chief Glazier, Police Chief

Ms. Hall, Assistant Finance Director

Ms. Hugler, Fire Department Office Manager

Deputy Chief Landreville, Deputy Fire Chief

Ms. McColl, Finance Director

Mr. Okum, IT Director

Ms. Rippey, Principal Planner

Chief Scales, Public Safety Director

Attorney Shepard, Town Attorney

4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA: There were no changes.

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

5. CITIZENS PARTICIPATION: Mayor Paritsky opened citizens participation – Mr. John Carney, 86 Rains Court, raised questions regarding the proposed budget including what services are essential, the police vessel, and spending outside of the town's financial limits. Mr. Mark Oebbecke, 4758 South Peninsula Drive, referred to comments from a previous budget meeting and

mentioned his hope that residents affected by the sidewalk project will be able to review the design plans once complete. Mr. Steve Field, 6 Mar Azul, commented on the percent increase in the tax base versus the increase in the tax bill. Mr. Chad Macfie, 100 Lighthouse Drive, provided an update on the Marine Science Center's future plans, current renovations, and upcoming events. Mr. Shannon White, 39 Coastal Oaks Circle, posed questions regarding employment, vehicle leases, and ensuring that the town's long-term and short-term goals are aligned. Ms. Kimberly Comfort, 85 Ocean Way Drive, referred to a recent case brought to the Code Enforcement Board (CEB) regarding large storage PODS, and she asked for the Town to amend the code to allow people to have storage PODS on their property for longer periods under certain circumstances. Mayor Paritsky closed citizens participation.

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

~~A. Port Orange South Daytona Chamber of Commerce presentation: To be presented at the next regularly scheduled Town Council meeting on September 19, 2024.~~

B. Mayor's Proclamation Report: Mayor Paritsky informed everyone she will be presenting a proclamation declaring September 11th as a *Day of Remembrance* and declaring the week of September 16th – 20th as *Information Technology Professionals Appreciation Week*.

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 if there were any requests from the public – there were none.

A. Request for Use of Town Property for the 2024 Daytona 100 Ultramarathon Race.

B. Approval of Planning Board By-Law updates.

C. Approval of the Town Council Regular meeting minutes – July 18, 2024.

D. Approval of the Town Council Budget Workshop minutes. – July 16, 2024.

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

8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING:

A. Request for Co-Sponsorship of the Friends of the Marine Science Center's Ocean Harvest Market Event. – Ms. Alex, Cultural Services Manager, explained this event is being held as a fundraiser for the Marine Science Center. She described details of the special event and explained the Friends group is requesting co-sponsorship for waiver of the special event permit application fee. Pursuant to the updated co-sponsorship regulations, the applicants have met the criteria for event co-sponsorship. If approved by Council, the Town will absorb the cost of the

special event permit fee totaling \$150. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Villanella moved to approve the co-sponsorship request as presented; seconded by Councilmember White; The motion PASSED 5-0, consensus.

B. Request to pursue Attorney General opinion on pre-emption of long-term rental regulations. – Attorney Shepard provided a synopsis of the case that prompted the request to pursue a legal opinion from the State Attorney General. He added that the Florida League of Cities (FLC) was interested in joining the Town in this effort, since it will impact local governments across the state that regulate property rentals; however the FLC is only allowed to provide input, and they can also be utilized to share this information with many other cities in a similar situation.

Mayor Paritsky opened public participation – Mr. Dennis Craig, 68 Seawinds Circle, questioned items from the staff memo and provided comments regarding the request for the opinion. He reviewed Florida Statute 83.425 and the general interpretation as it relates to the Town’s rental regulations. He provided his interpretation of the statute and how it relates to the fees. Attorney Shepard and Mayor Paritsky discussed the need to request an opinion from the Attorney General on the basis that not everything is interpreted the same by all; he explained the potential risks and outcomes by proceeding. Mayor Paritsky closed public participation.

Councilmember Villanella moved to pursue the Attorney General’s opinion on pre-emption of long-term rental regulations for Ponce Inlet; seconded by Councilmember White. The motion PASSED, 5-0 with the following vote: Councilmember Villanella – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember Milano – yes; Vice-Mayor Smith – yes.

Mayor Paritsky recognized that Mr. Craig was in attendance as a private citizen.

C. Discussion – Athletic Court Reservation System and Reasonable Modifications under the Americans with Disabilities Act. – Ms. Alex, Cultural Services Manager, provided the history of this item as discussed previously at the Cultural Services Advisory Board; along with an overview of the new Americans with Disabilities Act (ADA) standards for one-line content and for accommodating ADA requests in general. She described three recommended options for the reservation system for the Council to consider, based on feedback from the Cultural Services Board, an ADA subject-matter expert, public and internal discussions, and analysis by the Town attorneys. Staff recommends implementing a fully compliant online reservation system, schedule the opening of online reservations during business hours, and address reasonable modification requests based on an individual’s specific limitation caused by the disability. Mayor Paritsky clarified the ADA-compliant system does not have to be implemented immediately, and the software would be budgeted for a future fiscal year and every year thereafter. Ms. Alex confirmed this to be true while still addressing any reasonable modifications as they present themselves. Mayor Paritsky thanked residents and staff for their efforts in researching accommodations. Councilmember White asked if currently there are any open complaints, and whether the original complaint was formalized. Ms. Alex explained there was never a formal complaint filed; it was a written request for an outstanding reservation for an undetermined length of time, with a

suggestion to verify the person's rights with the Town Attorney. It was determined this was not a reasonable modification. There was a brief discussion regarding the costs. Councilmember Villanella asked if the original complaint was withdrawn, and Ms. Alex stated that is correct. Councilmember Milano expressed his support for staffs' recommendation and provided a personal account of his history with ADA compliance.

Mayor Paritsky opened public participation – Ms. Lisa Genovese, 4628 Riverwalk Village Court, thanked Council and staff for their time related to this item. Ms. Kimberly Comfort, 85 Ocean Way Drive, voiced her support for implementing the ADA-compliant reservation system. Ms. Mary-Lou Fillingame, 33 Ocean Way Drive, thanked staff and Council for their research and support. Mayor Paritsky closed public participation.

Consensus to support staff's recommendation implementing a fully ADA-compliant online reservation system, schedule the opening of online reservations during business hours, and execute reasonable modification requests based on an individual's specific limitation caused by a disability; Approved, 5-0.

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

10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS: None.

11. ORDINANCES (FIRST READING) AND RESOLUTIONS:

A. Ordinance 2024-03. Attorney Shepard read Ordinance 2024-03 by title only. **AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING THE LAND USE AND DEVELOPMENT CODE, ARTICLE 3 USE REGULATIONS, SECTION 3.17 DOCKS, BOATHOUSES, BOAT SLIPS, AND PIERS; PROVIDING DEFINITIONS AND STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.** – Ms. Rippey, Principal Planner, provided a [presentation](#) regarding Ordinance 2024-03. She stated this amendment discussion began in 2023, stemming from a variance request by a resident. She detailed the request and provided a history on Ordinance 2012-14 which amended the dock size calculation language. Ms. Rippey specified the most significant portion of the code amendment is to remove access walkways from the dock size measurement; she also explained the remaining amendments. Councilmember White stated the Planning Board did a great job evaluating this ordinance amendment.

Mayor Paritsky opened public participation – Mr. Robert Bullard, 4802 South Peninsula Drive, requested clarification on regulations around walkways without a dock, and suggested making the code verbiage more specific. Brief discussion ensued regarding the differences in requirements. Mr. Disher offered to provide the walkway regulations to Mr. Bullard. Mayor Paritsky closed public participation.

Councilmember Villanella moved to approve Ordinance 2024-03, amending Section 3.17, Docks, Boathouses, Boat Slips, and Piers of the Land Use and Development Code to be consistent with the comprehensive plan upon first reading; seconded by Councilmember Milano. The motion

183 PASSED, 5-0 with the following vote: Councilmember Villanella – yes; Councilmember Milano –
184 yes; Mayor Paritsky – yes; Councilmember White – yes; Vice-Mayor Smith – yes.

185
186 **B. Ordinance 2024-04.** Attorney Shepard read Ordinance 2024-04 by title only. AN
187 **ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING VARIOUS**
188 **SECTIONS OF CHAPTER 2 – ADMINISTRATION, ARTICLE VIII OF THE TOWN’S**
189 **CODE OF ORDINANCES REGARDING PURCHASING; PROVIDING FOR**
190 **CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR**
191 **SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.** – Mr. Disher explained this
192 ordinance comes from direction by the Town Council at the July 18, 2024 Town Council meeting,
193 during which the Town’s current purchasing thresholds were discussed. He reviewed the current
194 regulations and how the existing thresholds compare with inflation rates and those of other
195 municipalities. He explained purchasing thresholds are intended to provide a balance between
196 streamlined efficiency and transparency. Councilmember White asked if this would exclude any
197 items that would impact the Town’s fixed costs for future-year operating budgets. Mr. Disher
198 stated the language could be amended to make this clearer. There was discussion over what type
199 of items would fall under these criteria. Mayor Paritsky opened public participation – hearing none,
200 public participation was closed.

201
202 Councilmember White moved to approve Ordinance 2024-04, amending various sections of
203 Chapter 2, Article VIII of the Town’s Code of Ordinances regarding purchasing regulations,
204 including language which stipulates any item that would impact future year budgets for capital
205 expenses will be brought to Town Council for approval, upon first reading; seconded by
206 Councilmember Villanella. The motion PASSED, 5-0 with the following vote: Councilmember
207 White – yes; Councilmember Villanella – yes; Mayor Paritsky – yes; Councilmember Milano –
208 yes; Vice-Mayor Smith – yes.

209 210 **12. OLD BUSINESS:**

211
212 **A. Harbour Village CSA cost-participation request.** (tabled from June Council
213 meeting) – Mr. Disher provided a summary on the previous discussions regarding this item. He
214 clarified that at this time, the focus is on whether the request should be included in next year’s
215 budget and at what amount. He explained that if Council moves forward with consideration, the
216 next step would be setting the terms of the agreement. Mayor Paritsky stated this item is under
217 consideration for cost-share due to its public benefit. She then provided an [image](#) showing the
218 location of the walkover as well as nearby neighborhoods which utilize the walkover. The Council
219 discussed previous projects, future agreements, potential financial contributions, and more.

220
221 Mayor Paritsky opened public participation – Mr. Steve Field, 6 Mar Azul South, asked if
222 residents in nearby neighborhoods that use the walkover have been asked to contribute. Discussion
223 ensued regarding cost-participation requests. Ms. Cathy Harvey, 41 Loggerhead Court, explained
224 the usage of the walkover. Mr. Jeffrey Wilner, 4670 Links Village Drive Unit B102, and Ms.
225 Milagros Gerena, 4625 Riversedge Village Lane Unit 5406, representatives for the Harbour
226 Village CSA, thanked the Council members for their consideration and clarified some of the
227 figures that had been discussed. Mr. Wilner referred to a [letter](#) written by the executive members
228 of the CSA and asked if there were any outstanding questions; he noted the board is willing to

meet any conditions the Council might require. Ms. Kimberly Comfort, 85 Ocean Way Drive, voiced her concern with a precedent being set, and commented that the walkover needs to be marked as public access. Ms. Doris Hynes, 4621 South Atlantic Avenue, provided information she researched on the original build and conditions of the walkover, stated she is not in support of the contribution, and voiced her concerns with the lack of signage indicating private versus public use. Mr. Shannon White, 39 Coastal Oaks Circle, questioned how many walkways the town is responsible for, and Mr. Disher stated only Ponce Preserve, specifying the rest are either private or are county owned and maintained. Ms. Sharone Lemieux, 4590 South Atlantic Avenue, requested clarification on the ADA requirements, and Attorney Shepard provided the information. Robin Griffins, 4620 Riverwalk Village Court, asked how the liability is divided and Attorney Shepard explained Harbour Village would be completely liable.

Councilmember Milano moved to approve the Harbour Village CSA cost-participation request with the total cost not to exceed \$22,987.50; seconded by Councilmember White. The motion PASSED, 5-0 with the following vote: Councilmember Milano – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember Villanella – yes; Vice-Mayor Smith – yes.

A brief discussion followed to reconsider the motion to include stipulations on signage.

Councilmember Milano made an additional motion ensuring signs will be installed indicating the dune walkover is publicly accessible; seconded by Councilmember White. The motion PASSED, 5-0 with the following vote: Councilmember Milano – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember Villanella – yes; Vice-Mayor Smith – yes.

13. NEW BUSINESS:

A. Discussion – Support for future Volusia County coastal armoring project in Wilbur-by-the-Sea. – Mr. Disher explained this item is a result of last month’s meeting where Volusia County Chair Jeff Brower and Wilbur-by-the-Sea resident Mr. Tom Rutledge presented this issue. Mr. Disher provided a brief update and stated staff is looking for direction from Council as to how to proceed. Mr. Tom Rutledge, 4112 Oriole Avenue, provided additional information including the history of this request, safety concerns, the potential impacts on Volusia County’s coast, the urgency to act, and more. He explained that only the Town’s support is needed at this time. He said this item will be recognized in front of the Volusia County Council in the future and unanimous support by all is critical. Councilmember White and Mr. Rutledge discussed temporary help, armoring, and the sand replenishment easement. The Council discussed the best course of action and concluded to write a letter of support to County Council Member Reinhart.

Mayor Paritsky opened public comment – Mr. Robert Bullard, 4802 South Peninsula Drive, commented on the importance of the state legislature recognizing the ability of Volusia County to manage its own coast. Ms. Kimberly Comfort, 85 Ocean Way Drive, commented on necessary measures that need to be implemented. Mayor Paritsky closed public participation.

Council directed staff to prepare a letter to Volusia County Council Member Reinhart regarding support for future coastal armoring projects.

275 **B. Renewal of five-year agreement with Waste Pro for refuse collection services.**
276 – Chief Scales explained the current contract with Waste Pro expires at the end of September, and
277 this agreement renews the same terms and agreements as before. The rates would not change, and
278 the town still holds the provision to negotiate rates in the future. Staff recommends renewing the
279 contract as is.

280
281 Mayor Paritsky opened public comment – Robert Bullard, 4802 South Peninsula Drive,
282 commended WastePro on their services. Kimberly Comfort, 85 Ocean Way Drive, related an
283 incident regarding yard debris and stated she hopes the debris will be moved more promptly in the
284 future. Chief Scales explained the procedure of yard debris removal and encouraged residents to
285 contact staff if they need support. Karen Rij, Ponce Inlet resident, shared several personal accounts
286 with her history of debris removal. Mayor Paritsky closed public participation.

287
288 Councilmember Milano made a motion to renew the refuse collection agreement between the Town
289 of Ponce Inlet and WastePro of Florida, Inc. for an additional five-year term; seconded by
290 Councilmember White. The motion PASSED, 5-0 with the following vote: Councilmember Milano
291 – yes; Councilmember White – yes; Mayor Paritsky – yes; Councilmember Villanella – yes; Vice-
292 Mayor Smith – yes.

293
294 **14. FROM THE TOWN COUNCIL:**

295
296 **A. Vice-Mayor Smith, Seat #5** – No further comments.

297
298 **B. Councilmember Villanella, Seat #4** – Councilmember Villanella commended
299 staff and residents on the information discussed throughout the meeting.

300
301 **C. Councilmember White, Seat #3** – Councilmember White requested clarification
302 from Chief Glazier on a resident's behalf regarding the enforcement of traffic cones being placed
303 around service vehicles parked in the road. Chief Glazier stated while there is no town ordinance
304 stipulating this, he will research the state law and enforce that. Councilmember White recounted a
305 conversation he had with a resident regarding the safety crosswalk study which recently occurred,
306 and asked whether the information gathered there could be posted to the town's social media.
307 Lastly, he discussed a meeting he had with staff on the process and understanding of the budget
308 process. He commended Mr. Disher on how he engages all staff to be a part of the process. He
309 encouraged Council to sit down with staff and discuss the budget process for future efficiency.

310
311 **D. Councilmember Milano, Seat #2** – Councilmember Milano congratulated
312 Councilmember Villanella on his re-election and then provided an update to the First Step Shelter's
313 statistics in the month of July. The shelter is nearing 300,000 meals served.

314
315 **E. Mayor Paritsky, Seat #1** – Mayor Paritsky described the Florida League of
316 Mayors conference she attended and explained how valuable the workshops and committee
317 meetings were. She briefly referred to the last Town Hall meeting and stated the goal of the
318 gatherings are to educate residents. Finally, Mayor Paritsky commended Councilmembers Milano
319 and Villanella on their re-elections.

321 **15. FROM THE TOWN MANAGER** – Mr. Disher explained he heard from Ms. Barbara
322 Ann Heegan who could not be in attendance but who stated she will be at the next regularly
323 scheduled Town Council meeting to present information from the Port Orange - South Daytona
324 Chamber of Commerce. He provided an update to the budgeting process and stated he welcomes
325 feedback for tips on efficiency. He commended Ms. Alex and Chief Scales on their dedication to
326 researching the court reservation system and proceeded to inform Council on personnel updates.
327 Mr. Disher announced the memorial ceremony for Jeff Miller will be on September 3, 2024 at 9:00
328 AM. The South Peninsula sidewalk project is in the survey phase, and once completed, the
329 engineering design process will begin. Finally, he commended Caroline Marks on her gold medal
330 win in surfing at the Olympics.

331
332 **16. FROM THE TOWN ATTORNEY** – Attorney Shepard welcomed back Planning &
333 Development Director, Mr. Darren Lear.

334
335 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Mayor Paritsky opened public
336 participation – Karen Rij, Ponce Inlet resident, requested an update on the status of using a Special
337 Magistrate in lieu of the Code Enforcement Board. Robert Bullard, 4802 South Peninsula Drive,
338 provided comments on governance and the South Peninsula sidewalk project. Mayor Paritsky
339 closed public participation.

340
341 **18. ADJOURNMENT** – Mayor Paritsky adjourned the meeting at 4:54 P.M.

342
343 Respectfully submitted by:

344
345 *Draft*

346 Kim Cherbano, CMC, Town Clerk

347 Prepared by: Stephanie Gjessing, Assistant Deputy Clerk

348
349 Attachment(s): LUDC Amendments Presentation from Ms. Rippey

Agenda Item #11-A
Ordinance 2024-03, Amendment to LUDC Section 3.17,
Docks, Boathouses, Boat Slips, and Piers

Town of Ponce Inlet
Town Council



1

Amendment to LUDC Section 3.17 Docks, Boathouses, Boat Slips, and Piers



Introduction

Overview

Review

Analysis

Conditions

□ **Background**

- The impetus for the proposed ordinance stems from a 2023 variance case (No. 14-2023) in which the applicant sought relief from the maximum dock size requirements in the LUDC.
- The applicant requested to construct a 525 square-foot dock together with a 2,000 square-foot walkway. The long access walkway was necessary to cross through 500 feet of wetlands to reach open water from the upland portion of the property.
- The maximum total square footage allowed for the subject dock and walkway was 700 square feet, based on the 70-foot lot width at the MHWL.
- In the variance case, the length of the access walkway to the terminal platform caused the proposed dock to exceed the maximum dock size.

2



Introduction

Overview

Review

Analysis

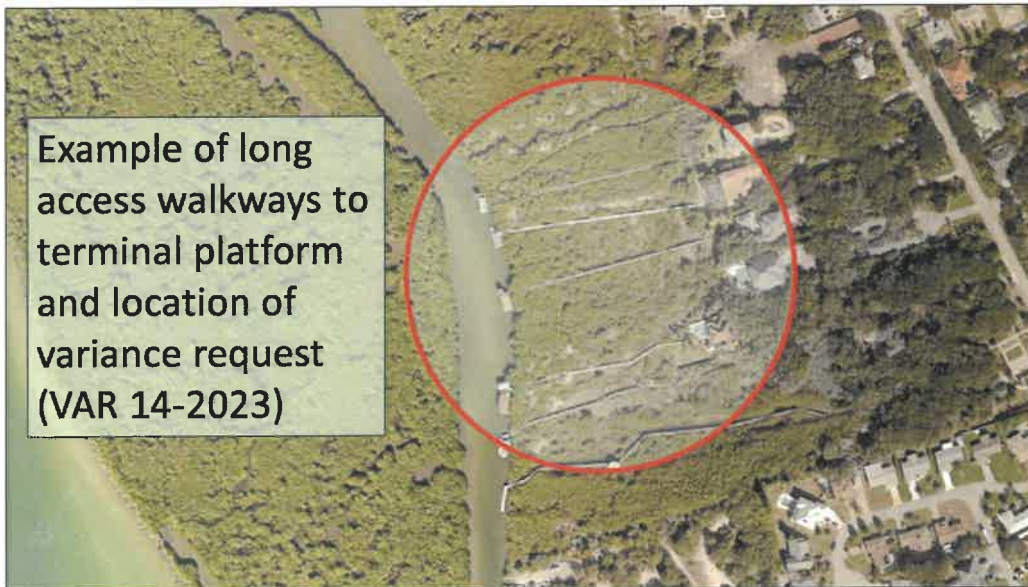
Conditions

□ **Background**

- Prior to 2012 access walkways were not included in dock size calculations.
- Ordinance 2012-14 amended the dock size calculation language, stating that the area of a dock shall include all existing and proposed docks and related structures beginning at the mean high water line (MHWL) and extending water ward.
- Based on an aerial assessment of the riverfront, there are properties on the Daggett Creek branch of the Halifax River and additional homes near the south end of S. Peninsula Drive that require long access walkways to reach the navigable waterway.

3

Example of long
access walkways to
terminal platform
and location of
variance request
(VAR 14-2023)



4



5



6

Amendment to LUDC Section 3.17 Docks, Boathouses, Boat Slips, and Piers



Introduction

Overview

Review

Analysis

Conditions

Discussion

- Ordinance 2012-14 that amended the dock size calculation language has proven to be problematic for certain property owners with MHWLs that are a substantial distance from the navigable waterway.
- The Planning Board recommended that an amendment to the LUDC could make variances for properties in similar circumstances unnecessary.

7

Amendment to LUDC Section 3.17 Docks, Boathouses, Boat Slips, and Piers



Introduction

Overview

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Analysis

Conditions

Proposed Amendments

The most significant part of the code amendment is to remove access walkways from the dock size measurement. The entire list of proposed amendments includes:

- In Section 3.17.1.A, adding definitions for “access walkway” and “terminal platform”
- In Section 3.17.2.A, adding, “the main pier or walkway shall not exceed six feet (6’) in width”
- In Section 3.17.2.G,
 - Removing references to state and/or federal approval
 - Clarifying that access walkways shall not be included in the maximum dock size calculation
- In Section 3.17.2.H.4, adding requirement to meet all other dimensional standards
- In Section 3.17.2.M, adding “access walkway” to the types of structures that shall not have enclosed sides

8

Amendment to LUDC Section 3.17 Docks, Boathouses, Boat Slips, and Piers



Introduction

Overview

Review

Analysis

Conditions

□ **Recommendation**

- On July 23, 2024, the Planning Board unanimously recommended approval of the amendment by the Town Council at its next regularly scheduled meeting.
- Staff recommends the Town Council approve Ordinance No. 2024-03, amending Section 3.17 – *Docks, Boathouses, Boat Slips, and Piers* of the LUDC to be consistent with the comprehensive plan.

9

Town of Ponce Inlet
Town Council



10



**Town of Ponce Inlet
Town Council
Special Meeting Minutes
September 4, 2024**

1 **1. CALL TO ORDER:** Pursuant to proper notice, Mayor Paritsky called the meeting to
2 order at 6:00 p.m. in the Council Chambers at 4300 South Atlantic Avenue, Ponce Inlet, Florida.

3
4 **2. PLEDGE OF ALLEGIANCE:** Mayor Paritsky led the Pledge of Allegiance.

5
6 **3. ROLL CALL:**

7 **Town Council:**

8 Mayor Paritsky, Seat #1
9 Councilmember Milano, Seat #2
10 Councilmember White, Seat #3
11 Councilmember Villanella, Seat #4
12 Vice-Mayor Smith, Seat #5

13
14 **Staff Members Present:**

15 Ms. Alex, Cultural Services Manager
16 Mr. Disher, Town Manager
17 Ms. Dowling, HR Coordinator
18 Mr. Dunlap, Acting Public Works Director
19 Ms. Gjessing, Assistant Deputy Clerk
20 Chief Glazier, Police Department
21 Ms. Hall, Assistant Finance Director
22 Ms. Hugler, Fire Department Office Manager
23 Ms. McColl, Finance Director
24 Mr. Okum, IT Director
25 Ms. Pierce, Planning & Development Office Manager
26 Chief Scales, Public Safety Director

27
28 **Other representatives present:**

29 Cub Scout Pack 436
30 Senator Tom Wright
31 Ms. Gagnier, Senator Wright's aide
32 Volusia County Council Member Matt Reinhart
33 Ms. Watts, Representative Tramont's aide
34

35 **4. Presentation by Senator Wright and Representative Tramont** – Mayor Paritsky noted
36 that Representative Tramont could not be present this evening. She thanked the Senator and the
37 legislative aides in attendance for their unwavering support of Ponce Inlet and described the
38 process of securing appropriation funding from the Florida Legislature. Senator Wright presented
39 an appropriation check to the Town for the fire station generator. He explained how the \$35,000

check will be allocated, and the importance of new equipment to continue to provide seamless operations and essential services as they are needed.

5. Certificate of Appreciation to Pack 436 and volunteers for July 5th beach clean-up. – Mayor Paritsky thanked Cub Scout Pack 436 and all the volunteers for their efforts in the July 5th beach clean-up organized by Ms. Lexi Carr. She thanked each volunteer by name and presented a Certificate of Appreciation to Pack 436.

6. Tentative Millage Rate and Budget for Fiscal Year 2024/2025. – Mayor Paritsky requested Resolution 2024-15 and Ordinance 2024-05 be read by title only.

A. RESOLUTION 2024-15. – Ms. Gjessing read Resolution 2024-15 by title only. **A RESOLUTION OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM PROPERTY TAXES FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; STATING THE PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED IS ABOVE OR BELOW THE ROLLED BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

B. ORDINANCE 2024-05. Ms. Gjessing read Ordinance 2024-05 by title only. **AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA INCORPORATING THE FINAL AUDITED BUDGET FOR FISCAL YEAR 2022-2023 WHICH BEGAN ON OCTOBER 1, 2022 AND ENDED ON SEPTEMBER 30, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGAN ON OCTOBER 1, 2023 AND ENDS ON SEPTEMBER 30, 2024; ADOPTING THE BUDGET FOR THE FISCAL YEAR 2024-2025 WHICH WILL BEGIN ON OCTOBER 1, 2024 AND ENDS ON SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Disher reviewed his [presentation](#), which included a synopsis of the services provided by the town, the budget and tax environment, and the proposed budget for the upcoming fiscal year. He provided an account of the work to date that has shaped the budget being presented, noting items which were removed since the Council reviewed the previous draft. He reviewed the roles of the Essential Services Advisory Board and Cultural Services Board, and how their recommendations and other factors have led to the preliminary millage rate estimates. It was noted that the tentative millage rate for the Fiscal Year commencing on October 1, 2024 through September 30, 2025 is **6.4769 mills**, which is a **11.60% increase** above the rolled-back rate of **5.8037 mills**. Mr. Disher compared the percentage of General Fund revenue generated through ad valorem taxes to that of other local governments in Volusia County and illustrated the change of the millage rates over time. Mr. Disher stated the top 5 revenue categories that generate 95% of General Fund revenue: Ad Valorem (Property Tax); Licenses, Permits, & Fees; Sales and Use Taxes; Carry-Forwards (Reserves); and Charge for Services. He also reviewed the proposed General Fund expenditures, the carry-forward funds for projects still in progress, and Special Funds, detailing key items. He noted that Staff is *not* proposing to acquire two new leased vehicles

86 at this time, but will instead be evaluating the effectiveness of the entire vehicle lease program and
87 will develop a plan to eventually purchase the vehicles currently being leased. He completed his
88 presentation describing the requests that are being deferred to future fiscal years. Councilmember
89 White questioned why a new fire hose would be purchased if the long-term goal is to acquire a
90 new fire truck; he also asked about the need for the Police Department's golf cart and questioned
91 the price allocated for utility box art wraps. Mr. Disher explained if the town decided to keep the
92 current fire truck as a spare, it would then need to have a functional hose, given that the current
93 hose is past its functional life span. The Council members raised questions for clarification,
94 discussed the history of budgets in the Town, and commended staff on the work put into the budget.
95 Mayor Paritsky revisited slide 16 of the presentation comparing the General Fund Ad Valorem
96 Revenue percentages; she noted that other municipalities have sources of revenue not available to
97 the Town and asked that individuals keep this data in mind while reviewing the chart. She also
98 referred to slide 17 which looks at the Historic Millage Rates and explained how this data was
99 gathered.

100
101 Mayor Paritsky opened public participation. Ms. Marisol Foley, 106 Ocean Way Drive,
102 inquired about the South Peninsula sidewalk project, interest rates, and vehicle leases. Mr. John
103 Carney, 86 Rains Court, commented on different forms of vehicle leases and highlighted factors
104 to consider when evaluating leases. Mr. Jim Sustr, 4650 Links Village Drive, suggested the town
105 funds portioned out to Harbour Village's dune walkover could have been allocated towards other
106 items in the budget. Ms. Bonnie Carney, 86 Rains Court, commented on specific line items from
107 the proposed FY 24/25 budget. She proposed the Town charter be amended to revise the budget
108 every 3-5 years versus annually. Mr. Steve Field, 6 Mar Azul North, asked for clarification on
109 whether the additional fire department personnel were hired specifically for the proposed fire
110 truck. Mr. Disher stated the additional personnel stemmed from the department's accreditation
111 process, not to operate the proposed truck. Mr. Michael Lang, 4366 South Atlantic Avenue, asked
112 questions related to the Harbour Village walkover including signage for public access and ADA
113 requirements. Mr. Shannon White, 39 Coastal Oaks Circle, inquired about the original agreement
114 with Harbour Village and provided additional comments related to the walkover. Mr. Disher
115 explained the Town did not grant an easement to Harbour Village; part of the Town's approval for
116 the development agreement was a condition the walkover would be publicly accessible. Mr. White
117 provided comments on homesteading, the Town's limited future growth potential, and the impact
118 on future tax revenues. Mr. Mark Oebbeke, 4758 South Peninsula Drive, had questions regarding
119 salary funding, retirement rates, and future forecasts. Mr. Pat Sylvester, 4322 Candlewood Lane,
120 made comments regarding deferred items, vehicle maintenance, and cost of new personnel. Mr.
121 Charles Burge, 4670 Links Village Drive, commented on the funding for the Harbour Village dune
122 walkover and suggested how the funds could be better allocated. Ms. Marisol Foley, 106 Ocean
123 Way Drive, requested an explanation on the professional services line item from the budget and
124 the need for pick-up trucks in the Police Department. Mr. Disher explained the professional
125 services line item is for the design and surveying for the South Peninsula sidewalk project – this
126 amount represents the Town's 15% grant match requirement through the TPO; Councilmember
127 Milano and Mr. Disher further elaborated on the history and schedule of the sidewalk project.
128 Chief Glazier explained the necessity of the trucks, outlined the progression of the fleet vehicle
129 updates, and described his history with the budget process. Mr. Steve Field, 6 Mar Azul North,
130 inquired who is held responsible for financing repairs when a contractor damages a road in town,
131 and asked about the Land Acquisition Fund. Mr. Charles Burge, 4670 Links Village Drive, wanted

to know how much was recouped by outside companies anytime they damaged sidewalks and commented on the police vehicles. Mr. Disher responded that contractors are required to repair the sidewalks damaged during construction. Mr. Mark Oebbecke, 4758 South Peninsula Drive, provided a history on the South Peninsula sidewalk project and emphasized the importance of the design. Ms. Bonnie Carney, 86 Ocean Way Drive, questioned which items will remain in the budget. Mayor Paritsky closed public participation.

Councilmember Milano moved to approve Resolution 2024-15 at the tentative millage rate of 6.4769 mills; the motion was seconded by Councilmember Villanella. The motion PASSED 5-0, with the following vote: Councilmember Milano – yes; Councilmember Villanella – yes; Mayor Paritsky – yes; Councilmember White – yes; Vice-Mayor Smith – yes.

A brief discussion followed determining what items were to be amended from the budget for FY 2024/2025.

Councilmember Milano moved to approve first reading of Ordinance 2024-05, amending the budget to exclude the new leases of vehicles; the motion was seconded by Vice-Mayor Smith. The motion PASSED 5-0, with the following vote: Councilmember Milano – yes; Vice-Mayor Smith – yes; Mayor Paritsky – yes; Councilmember White – yes; Councilmember Villanella – yes.

6. ADJOURNMENT – With no further business, Mayor Paritsky adjourned the meeting at 8:15 PM.

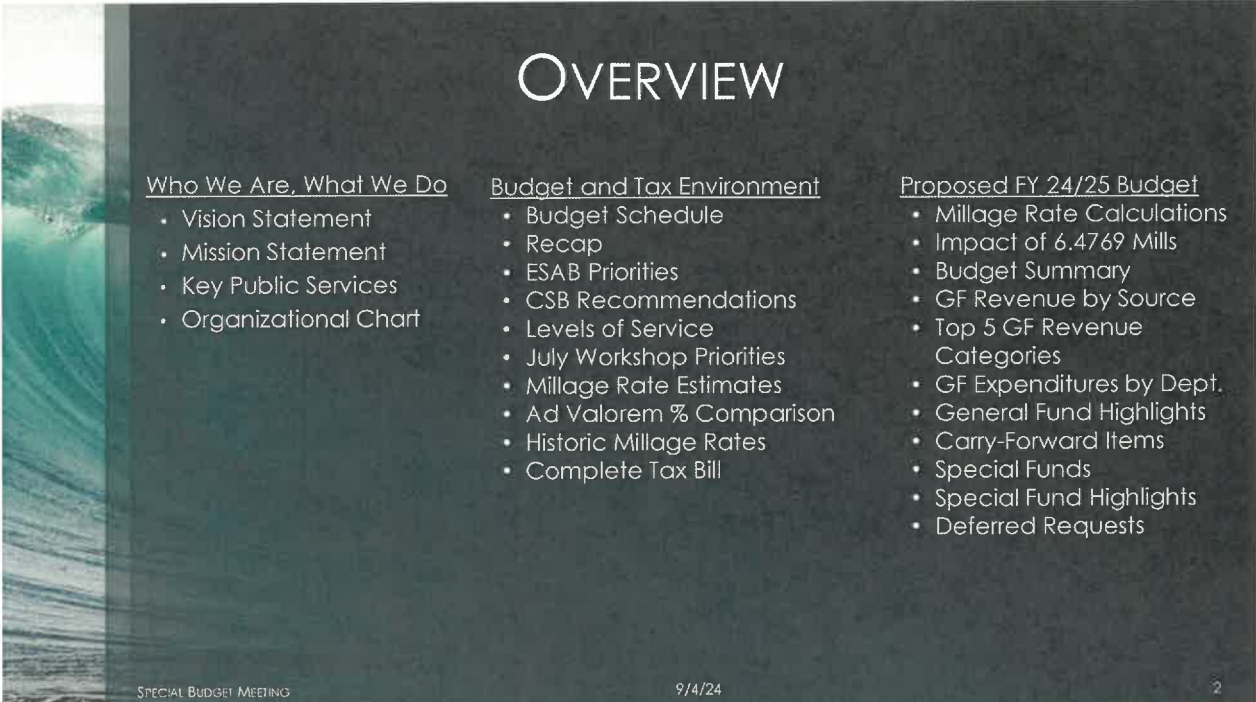
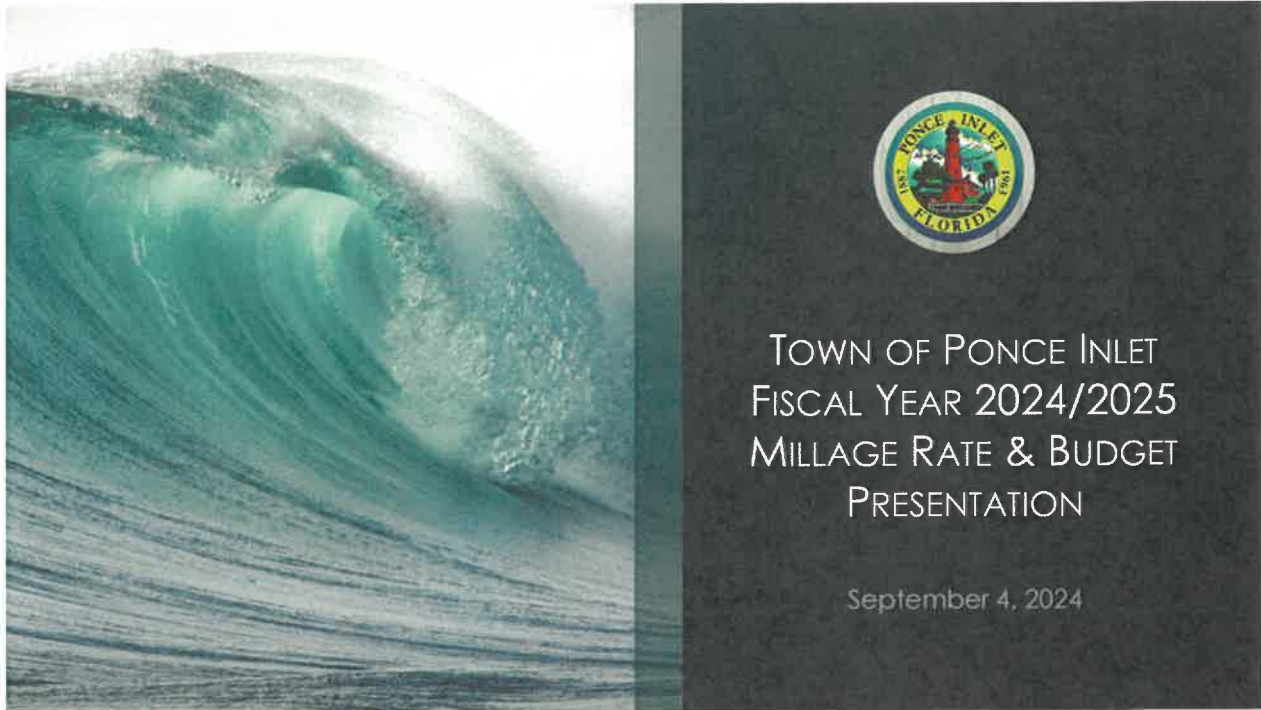
Respectfully submitted by:

DRAFT

Kim Cherbano, CMC / Town Clerk

Prepared by: Stephanie Gjessing, Assistant Deputy Clerk

Attachment(s): Mr. Disher's Budget Presentation



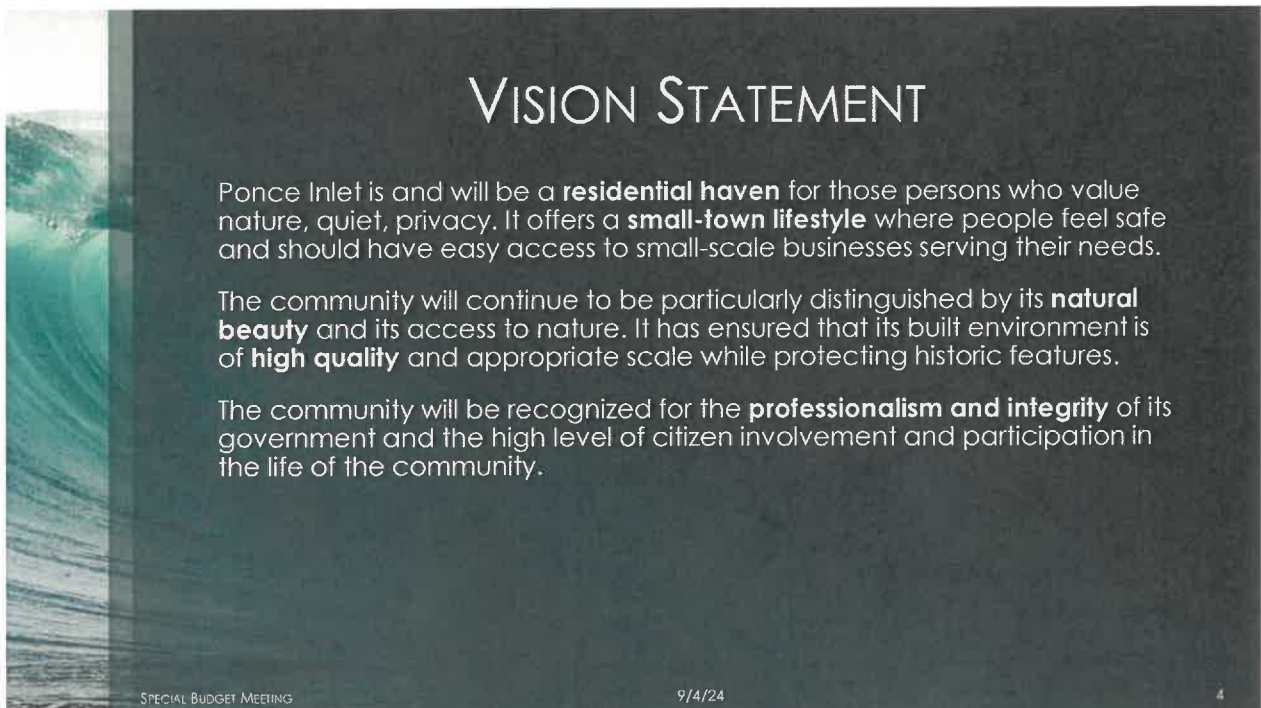
OVERVIEW

<u>Who We Are, What We Do</u> <ul style="list-style-type: none">• Vision Statement• Mission Statement• Key Public Services• Organizational Chart	<u>Budget and Tax Environment</u> <ul style="list-style-type: none">• Budget Schedule• Recap• ESAB Priorities• CSB Recommendations• Levels of Service• July Workshop Priorities• Millage Rate Estimates• Ad Valorem % Comparison• Historic Millage Rates• Complete Tax Bill	<u>Proposed FY 24/25 Budget</u> <ul style="list-style-type: none">• Millage Rate Calculations• Impact of 6.4769 Mills• Budget Summary• GF Revenue by Source• Top 5 GF Revenue Categories• GF Expenditures by Dept.• General Fund Highlights• Carry-Forward Items• Special Funds• Special Fund Highlights• Deferred Requests
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SPECIAL BUDGET MEETING 9/4/24 2



WHO WE ARE, WHAT WE DO



VISION STATEMENT

Ponce Inlet is and will be a **residential haven** for those persons who value nature, quiet, privacy. It offers a **small-town lifestyle** where people feel safe and should have easy access to small-scale businesses serving their needs.

The community will continue to be particularly distinguished by its **natural beauty** and its access to nature. It has ensured that its built environment is of **high quality** and appropriate scale while protecting historic features.

The community will be recognized for the **professionalism and integrity** of its government and the high level of citizen involvement and participation in the life of the community.

MISSION STATEMENT

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.



KEY PUBLIC SERVICES



ORGANIZATIONAL CHART

Ponce Inlet's full-time population of **3,428** residents elects **5** members to serve as the Town Council.

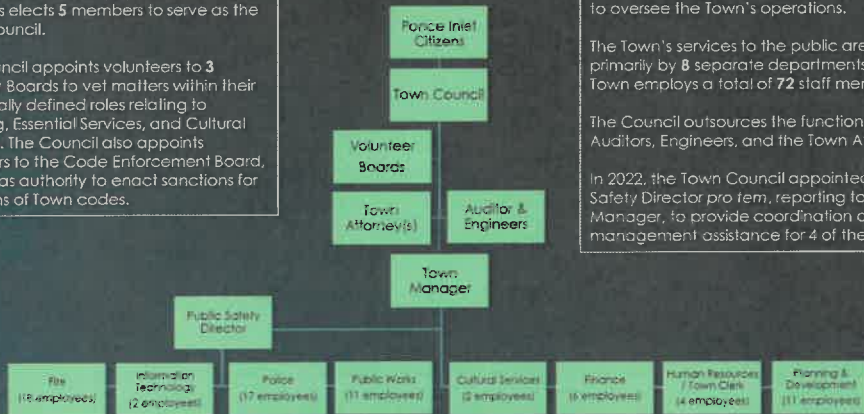
The Council appoints volunteers to **3** Advisory Boards to vet matters within their specifically defined roles relating to Planning, Essential Services, and Cultural Services. The Council also appoints members to the Code Enforcement Board, which has authority to enact sanctions for violations of Town codes.

The Council hires 1 employee, the Town Manager, to oversee the Town's operations.

The Town's services to the public are provided primarily by **8** separate departments. In all, the Town employs a total of **72** staff members.

The Council outsources the functions of the Town's Auditors, Engineers, and the Town Attorney(s).

In 2022, the Town Council appointed a Public Safety Director pro tem, reporting to the Town Manager, to provide coordination and management assistance for 4 of the departments.



BUDGET AND TAX ENVIRONMENT

FY 24/25 BUDGET SCHEDULE

Work to Date

- 1-11-24 – ESAB preliminary budget review
- 2-5-24 – CSB budget item review
- 3-2-24 – ESAB review of budget proposals and priorities
- 4-1-24 – CSB budget item review
- 5-6-24 – CSB budget item review
- 6-23-24 – ESAB budget review of Public Works facility
- 6-26-24 – Town Council preliminary budget workshop, review of fiscal constraints and priorities
- 7-16-24 – Town Council budget workshop, review of draft budget, desired level of service, and millage rate options
- 7-18-24 – Approval of Proposed millage rate
- 9-4-24 – Budget hearing of Tentative millage rate and 1st reading of budget ordinance

Upcoming

- 9-19-24 – Budget hearing for Final millage rate and 2nd reading of budget ordinance
- 9-30-24 – End of FY 23/24 Fiscal Year
- 10-1-24 – Start of FY 24/25 Fiscal Year

RECAP

- **Reserves** – General Fund operating reserves currently at 6 months
- **Hurricane Expenses** – All but **\$58,250** out of **\$655,947** reimbursed
- **Rising Costs** – 8 new staff positions added in FY 23/24; but much lower increase in insurance and benefits than last year
- **Obligations** – \$1.7 million in loan payments and grant matches, not including septic-to-sewer loan
- **Revenue** – Increasing property values, up 9.07%. Each 0.10 mills generates \$126,844.
- **Tax Base** – Proportion of homesteaded properties same as last year at 47%. A total of 3,200 residential units. Median value = \$343,558.
- **Utility Fees** –
 - Water, and sewer rates raised last year per rate sufficiency study.
 - Port Orange is raising sewer rates again, which Ponce Inlet must match.
 - Stormwater utility fee – data collection in progress. Must be adopted by ordinance after rate study.

PRIORITIES – ESAB RECOMMENDATION

AS OF MARCH 7, 2024

Priority	Request	Dept.	Fiscal Year	Cost	Comment	Previous Priority
1	Stormwater one-way valve installation, Phase 2	PW	24-25	\$180,000	Completion of project started in FY 23/24 (not on last year's list, added by Town Council)	—
2	1 Water system personnel	PW	24-25 (mid-year)	\$30,000	Needed to restore 1 crew to previous size (4). Split 50% with Water Enterprise Fund	23/24 #5
3	Replacement fire truck/apparatus	FD	24-25	\$80,000	Initial down payment. 2-3 year build time from order date. Lease to own, w/ annual payments	—
4	Public safety vessel	PD	24-25	\$80,000	Town council goal. Previously recommended by ESAB in 2022. Not included last year.	—
5	2nd set of fire-fighting gear	FD	24-25	\$52,000		23/24 #6
6	Museum boardwalk replacement	PW	24-25	\$65,000	Safety issue. Deferred from past two budgets, \$25,000 in FY 22/23, \$45,000 in FY 23/24.	—
7	Back-up power load stretcher	FD	24-25	\$50,000	Needed to optimize service delivery for 2 nd patient transport vehicle	—
8	Replacement cascade system	FD	24-25	\$60,000		24/25 #1

CULTURAL SERVICES BOARD RECOMMENDATIONS

Request	Cost	Comment
Utility box art wrap	\$9,000	Quoted price
Native plant identification markers	\$3,000	Quoted price
Kayak staging area	\$3,000	Rough estimate only
"Beach mat" for disabled access along unpaved trails at Timucuan Park	?	TBD

LEVELS OF SERVICE

AS OF JULY 16, 2024

	Cost	HIGH 6,6250	LOW 6,2779
Equipment			
Quint 75' ladder truck + equipment	\$210,000 (\$159k/yr after)	✓	✓
Replacement fire hose	\$29,000	✓	✓
Back-up power load stretcher	\$45,000	✓	
Public safety vessel	\$40,000 (+\$40,000 grant)	✓	
Fire Department generator	\$35,000 (+\$35,000 grant)	✓	✓
Additional security cameras at parks (6)	\$15,000	✓	
Projects			
Museum boardwalk replacement	\$35,000	✓	
S. Peninsula sidewalk project (transfer to 311 fund)	\$170,000	✓	✓
Storm drain one-way valves, Phase 2	\$100,000	✓	
Utility box art wrap	\$9,000	✓	
Maintenance/Repair			
Stormwater pond excavation	\$50,000	✓	✓
Harbour Village public access boardwalk contribution	\$25,000	✓	
Museum fence repair and painting	\$35,000	✓	
Repair and resurface tennis court	\$15,000	✓	✓
Landscaping and gutters at Community Center	\$18,000	✓✓	✓
Professional Services			
Salary Survey	\$26,500	✓	✓
Government Affairs consultant and financial auditors	\$80,000	✓	✓
TOTALS		\$939,500	\$574,500

SPECIAL BUDGET MEETING

9/4/24

13

JULY WORKSHOP PRIORITIES - HIGH SERVICE LEVEL

Priorities

- Capital Purchases (equipment) - \$374,000 in Police, Fire, and Public Works
- Capital Projects (construction) - \$314,000, not including septic-to-sewer Ph. 1
- Maintenance Activities - \$143,000, including Harbour Village boardwalk
- Professional Services - \$108,500, including lobbyist, auditors, & salary survey
- New Personnel - \$0
- Other - \$121,489 miscellaneous purchase and improvements
- **TOTAL - \$1,060,989**
- Council direction to maintain public safety and also address immediate and deferred maintenance issues where possible.



SPECIAL BUDGET MEETING

9/4/24

14

MILLAGE RATE ESTIMATES

AS OF JULY 16, 2024

Current year estimated rolled back-rate

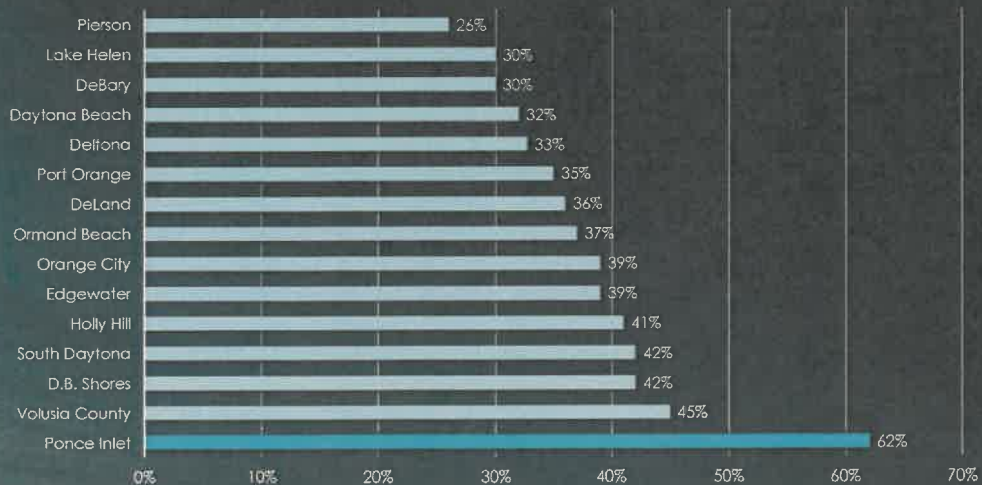
5.8037

Proposed millage scenarios based on preliminary estimates:

Proposed Millage Rate	Ad Valorem Proceeds	95% Proceeds	% Increase over RBR	
7.0000	9,346,435	8,879,113	20.61%	
6.9500	9,279,674	8,815,691	19.75%	
6.9250	9,246,294	8,783,980	19.32%	
6.9000	9,212,914	8,752,268	18.89%	
6.8000	9,079,394	8,625,424	17.17%	
6.7473	9,009,026	8,558,577	16.26%	Max for super majority vote
6.7000	8,945,873	8,498,579	15.44%	
6.6500	8,879,113	8,435,157	14.58%	
6.6250	8,845,733	8,403,446	14.05%	Proposed FY 24/25 millage rate
6.6000	8,812,353	8,371,735	13.72%	
6.5000	8,678,832	8,244,891	12.00%	
6.4000	8,545,312	8,118,046	10.27%	
6.3000	8,411,791	7,991,202	8.55%	
6.2779	8,382,283	7,963,169	8.17%	Adopted FY 23/24 millage rate
6.2000	8,278,271	7,854,357	6.93%	
6.1339	8,190,014	7,780,513	5.69%	Max for simple majority vote
6.1000	8,144,750	7,737,513	5.10%	
6.0000	8,011,230	7,610,668	3.38%	
5.9000	7,877,709	7,493,824	1.66%	
5.8000	7,744,189	7,355,979	-0.06%	
5.8037	7,749,129	7,361,673	0.00%	Roll-back rate
5.7000	7,610,668	7,230,135	-1.79%	

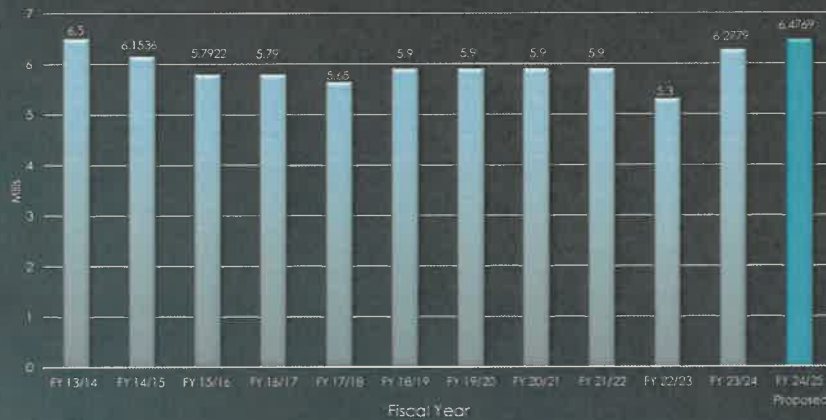
COMPARISON OF GENERAL FUND AD VALOREM REVENUE

2023 Volusia County Cities Ad Valorem % of General Fund Revenue

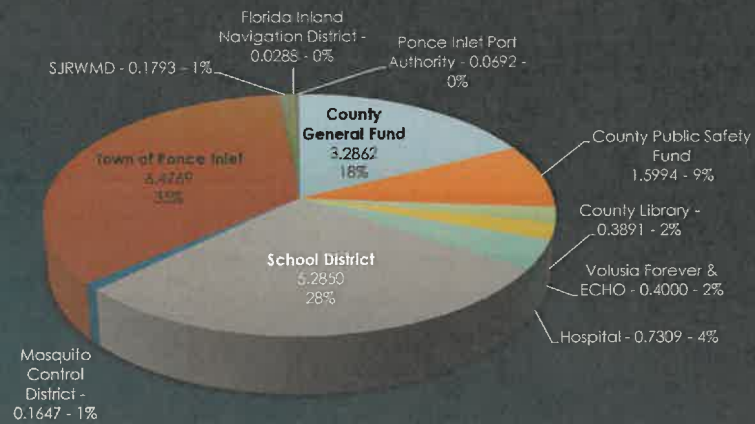


HISTORIC MILLAGE RATES

Historic Millage Rates FY 13/14 to FY 24/25



COMPLETE TAX BILL





PROPOSED FY 24/25 BUDGET

MILLAGE RATE CALCULATIONS

Current year estimated rolled back-rate: 5.8037
Proposed millage scenarios based on preliminary estimates:

Proposed Millage Rate	Ad Valorem Proceeds	95% Proceeds	% Increase over RBR	
7.0000	9,346,435	8,879,113	20.61%	
6.9500	9,279,674	8,815,661	19.75%	
6.9250	9,246,294	8,783,980	19.32%	
6.9000	9,212,914	8,752,268	18.89%	
6.8000	9,079,394	8,625,424	17.17%	
6.7473	9,009,028	8,558,577	16.25%	Council Adopted 7.18.24
6.7000	8,945,873	8,498,579	15.44%	
6.6500	8,879,113	8,435,157	14.58%	
6.6250	8,845,733	8,403,446	14.15%	Proposed Budget 7.18.24
6.6000	8,812,353	8,371,735	13.72%	
6.5000	8,678,832	8,244,891	12.00%	
6.4769	8,647,989	8,215,569	11.50%	Proposed Budget 9.4.24
6.4000	8,545,312	8,118,046	10.27%	
6.3000	8,411,791	7,991,202	8.55%	
6.2779	8,382,283	7,963,169	8.17%	Adopted FY 23/24
6.2000	8,278,271	7,864,357	6.83%	
6.1000	8,144,750	7,737,513	5.10%	
6.0000	8,011,230	7,610,668	3.38%	
5.9000	7,877,709	7,483,824	1.66%	
5.8000	7,744,189	7,356,979	-0.06%	
5.8037	7,749,129	7,361,673	0.00%	Rollled Back-Rate
5.7000	7,610,668	7,230,135	-1.79%	

SPECIAL BUDGET MEETING 9/4/24 20

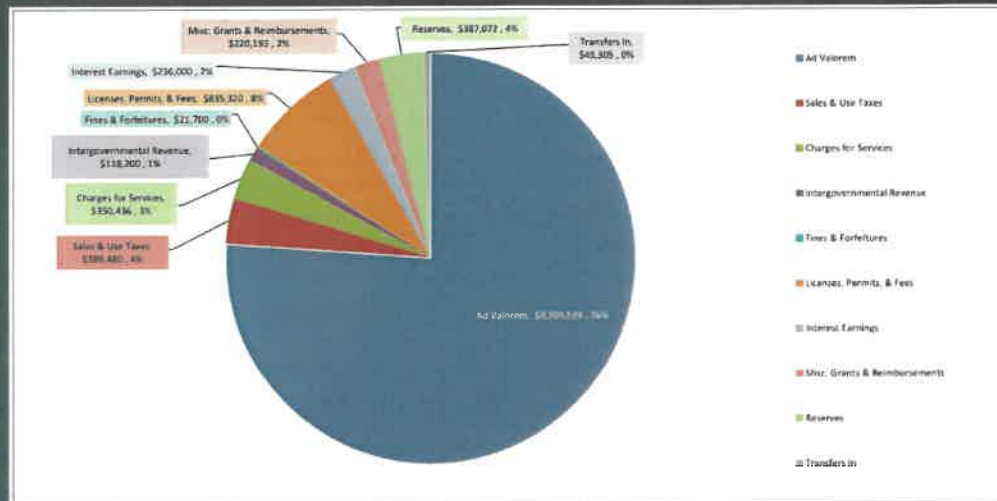
IMPACT OF 6.4769 MILLAGE RATE

General Maximum Impact of Millage Rate - FY 24/25						
Proposed Rate	6.4769					
Prior year tax rate	6.2779					
Homesteaded Properties currently assessed below market value						
2023 - Ponce Inlet Taxes			Proposed 2024 - Ponce Inlet Taxes			
Assessed Taxable Value	Minus Homestead	Taxes Paid to Ponce	3% Assessed Increase	Minus \$50,000 Homestead	Taxes Paid to Ponce	Difference
\$1,000,000	\$950,000	\$5,964	\$1,030,000	\$980,000	\$6,347	\$383
\$750,000	\$700,000	\$4,395	\$772,500	\$722,500	\$4,680	\$285
\$500,000	\$450,000	\$2,825	\$515,000	\$465,000	\$3,012	\$187
\$375,000	\$325,000	\$2,040	\$386,250	\$336,250	\$2,178	\$138
\$250,000	\$200,000	\$1,256	\$267,500	\$207,500	\$1,344	\$88
Non-Homesteaded Properties currently assessed at prior year market rate						
2023 - Ponce Inlet Taxes			Proposed 2024 - Ponce Inlet Taxes			
Assessed Taxable Value		Taxes Paid to Ponce	10% Increase (Average Townwide)		Taxes Paid to Ponce	Difference
\$1,000,000		\$6,278	\$1,100,000		\$7,125	\$847
\$750,000		\$4,708	\$825,000		\$5,343	\$635
\$500,000		\$3,139	\$550,000		\$3,562	\$423
\$375,000		\$2,354	\$412,500		\$2,672	\$318
\$250,000		\$1,569	\$275,000		\$1,781	\$212

FY 24/25 BUDGET SUMMARY

General Fund:		Revenues		
Ad Valorem		\$	8,309,589	76.11%
Sales & Use Taxes		\$	389,480	3.57%
Charges for Services		\$	350,436	3.21%
Intergovernmental Revenue		\$	118,200	1.08%
Fines & Forfeitures		\$	21,700	0.20%
Licenses, Permits, & Fees		\$	635,320	7.65%
Interest Earnings		\$	236,000	2.16%
Misc: Grants & Reimbursements		\$	220,193	2.02%
Reserves		\$	387,072	3.55%
Transfers In		\$	49,305	0.45%
		Total Revenue	\$ 10,917,295	100.00%
		Expenditures		
Legislative (includes \$185,880 transfers out & \$60,000 contingency)		\$	480,378	4.49%
Administration (includes \$39,584 transfer out)		\$	1,205,832	11.05%
Legal		\$	255,000	2.34%
Planning & Zoning (includes \$170,000 to S. Peninsula Sidewalk Fund transfer out)		\$	625,402	5.73%
Information Technology		\$	700,101	6.41%
Police		\$	2,270,769	20.80%
Fire		\$	2,782,779	25.31%
Building & Code		\$	1,024,368	9.38%
Public Works		\$	950,414	8.71%
Parks & Recreation		\$	632,234	5.79%
		Total Expenditures	\$ 10,917,295	100.00%

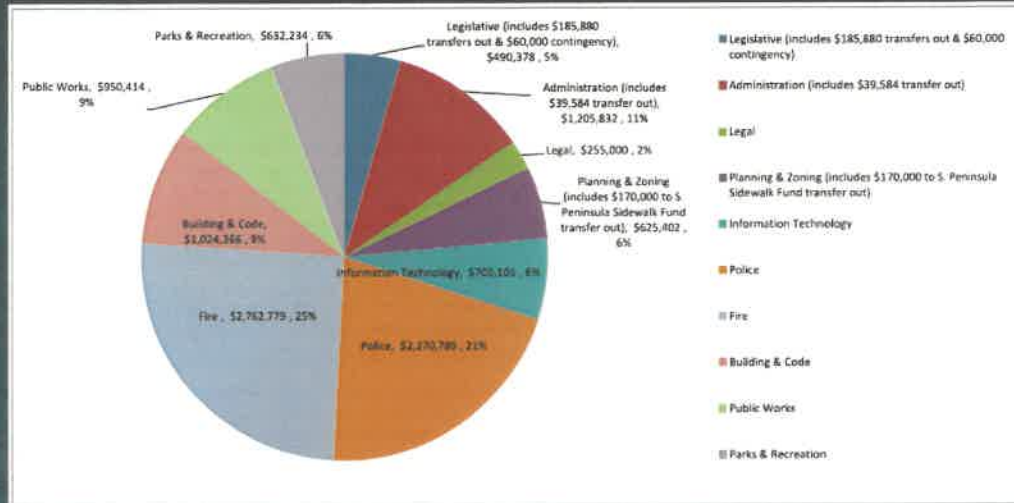
GENERAL FUND REVENUE BY SOURCE



TOP 5 GENERAL FUND REVENUE CATEGORIES

Ad Valorem (Property Tax)	\$8,309,589	76%
Licenses, Permits, & Fees	\$835,320	8%
Sales and Use Taxes	\$389,480	4%
Carry-Forwards (Reserves)	\$387,072	4%
Charges for Services	\$350,436	3%
Revenue Generated from Top 5	\$10,271,897	95%

GENERAL FUND EXPENDITURES BY DEPARTMENT



HIGHLIGHTS OF GENERAL FUND EXPENDITURES

NOT INCLUDING CARRY-FORWARDS

	Cost
Equipment	
Back-up power load stretcher	\$41,000
Fire Department generator	\$35,000 (+\$35,000 grant)
Replacement fire hose	\$29,000
2 additional leased vehicles for Police and Fire	\$26,735
Police Department low-speed vehicle (golf cart)	\$20,000
Projects	
S. Peninsula sidewalk project (transfer to 311 fund)	\$170,000
Museum boardwalk replacement	\$35,000
Utility box art wrap	\$9,000
Maintenance/Repair	
Stormwater pond excavation	\$50,000
Roof repair, landscaping, and gutters at Community Center	\$43,000
Museum fence repair and painting	\$35,000
Harbour Village public access boardwalk contribution	\$22,987.50
Repair and resurface tennis court	\$15,000
Professional Services	
Government Affairs consultant and financial auditors	\$80,000
Salary Survey	\$28,500
Personnel	
Market-based wage adjustment for 1% responders per proposed contract	\$79,219
TOTALS	\$787,121.50

GENERAL FUND CARRY-FORWARD ITEMS

	Cost
Equipment	
Community Center generator	\$35,000
Ponce Preserve Interpretive signs	\$6,855
Police body cameras	\$2,094
Projects	
Stormwater one-way valves	\$106,125
Maintenance/Repair	
Emergency piling repairs	\$87,694
Retention pond excavations	\$40,625
Town Hall door repairs	\$3,307
Professional Services	
Adaptation Action Plan	\$50,000
Community Rating System (CRS) review	\$20,750
Fire Dept. accreditation	\$14,900
Code review for new construction stormwater impacts	\$10,000
Watershed Master Plan	\$3,770
Traffic Study	\$3,252
Elevation Certificate review	\$2,700
TOTALS	\$387,072

SPECIAL REVENUE AND OPERATING FUNDS

Old Gas Tax	\$	85,000
New Gas Tax	\$	67,355
Donations	\$	2,700
Hurricane Ian	\$	-
Disaster Recovery	\$	25,000
Tree Bank	\$	12,000
Sidewalk	\$	15,000
Parks & Recreation	\$	3,000
Community Center	\$	74,180
Historical Museum	\$	115,500
Police Education	\$	2,000
Stormwater Improvements Loan Repayment	\$	156,586
Town Hall Loan Repayment	\$	327,947
Land Acquisition Fund	\$	643,557
Capital Fire Equipment	\$	210,000
Capital Facility Maintenance	\$	-
Ponce de Leon Sewer Project	\$	21,155
Economic Impact Fund	\$	153,400
South Peninsula Drive Sidewalk Project	\$	1,258,197
Septic-to-Sewer Phase 1 & 2	\$	5,227,818
Water Operating & Maintenance	\$	1,912,331
Water Renewal & Replacement	\$	135,900
Refuse	\$	486,300
Sewer	\$	1,178,460
Water Expansion	\$	27,950
Water System Improvements Loan Repayment	\$	62,000
Total Special Funds	\$	12,204,338

HIGHLIGHTS OF SPECIAL FUNDS

- **Debt Service funds** for Town Hall, stormwater, and water system improvements – \$1,445,338
- **Land Acquisition fund** – design and construction of Public Works Building "B" replacement, including new generator and locker rooms - \$275,000
- **Capital Fire Equipment Fund** – 75' quint ladder truck (1st of 10 annual \$159,000 payments) + \$51,000 new equipment = \$210,000
- **S. Peninsula Sidewalk fund** – Survey and engineering for the Town's 15% grant match requirement + project administration by Volusia County - \$1,259,197
- **Septic-to-Sewer fund** – Construction of Phase 1 with 100% principal forgiveness loan from FDEP - \$5.2 million
- **Refuse fund** – Hazardous waste disposal and paper shredding event - \$8,000
- **Water R&R fund** – 4 replacement hydrants, 1 new hydrant meter, and 1 auto-flusher - \$53,000

DEFERRED REQUESTS

• Design and construction of Public Works parking lot expansion	\$110,000
• Storm drain one-way valves, Phase 2	\$100,000
• Fire Dept. replacement cascade system	\$60,000
• Ponce Preserve gazebo roof replacement (3 of 6)	\$35,000
• 2 additional automatic water line flushers	\$30,000
• Fire Dept. bunker gear dryer	\$15,000
• Additional 6 security cameras	\$15,000
• CivicPlus Agenda & Meeting Mgmt. software	\$14,300
• Additional leased vehicle for Building & Code Division	\$13,050
• Hosting Volusia League of Cities Dinner (Dec. 2025)	\$8,900
• Kayak staging area at boat ramp	\$3,000

TOTAL	\$404,250
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QUESTIONS?



Meeting Date: 9/19/2024

Agenda Item: 10-A

Report to Town Council

Topic: Second reading of Ordinance 2024-03, Amendments to LUDC Section 3.17, Docks, Boathouses, Boat Slips, and Piers.

Summary:

The Town Council approved first reading of this ordinance on August 22, 2024. The Planning & Development Department is proposing amendments to the LUDC Section 3.17, Docks, Boathouses, Boat Slips, and Piers. The proposed changes were drafted in response to concerns that the present requirements for the calculation of maximum dock square footage are too challenging for certain properties to meet.

Suggested motion:

Staff recommends approval of proposed Ordinance 2024-03, amending Section 3.17, Docks, Boathouses, Boat Slips, and Piers of the LUDC to be consistent with the comprehensive plan.

Requested by: Mr. Lear, Planning & Development Director

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 residents obtain the greatest value for their tax dollar.

To: Michael E. Disher, AICP, Town Manager
From: Patty Rippey, AICP, Senior Planner
Through: Darren Lear, AICP, Planning & Development Director
Date: August 13, 2024
Subject: Ord. No. 2024-03 – Docks, Boathouses, Boat Slips, and Piers

MEETING DATE: August 22, 2024

1 INTRODUCTION

2 This proposed ordinance has been drafted in response to concerns that the present requirements
3 for the calculation of maximum dock square footage are too challenging for certain property
4 owners to meet.

6 AUTHORITY AND PROCESS

7 Pursuant to the Land Use Development Code (LUDC) Section 6.2.2.A, the Planning Board,
8 “...serves as the local planning agency in accordance with the Community Planning Act (2011)
9 F.S. § 163.3161 et. Seq.” Pursuant to LUDC Section 6.2.2.D. “As the local planning agency, [the
10 Board shall] ... review proposed land development regulations, determine their consistency with
11 the comprehensive plan, and make recommendations to the town council as to whether the
12 regulations should be adopted.”

13
14 The Planning Board reviewed the proposed amendments at its April 23, 2024 meeting and
15 requested Staff to revise the ordinance to include certain changes. The Planning Board reviewed
16 the revised amendment on July 23, 2024 and unanimously recommended approval by the Town
17 Council at its next regularly scheduled meeting.

18
19 Following the Board’s recommendation, the Town Council will review the ordinance at the August
20 22, 2024 meeting. If approved on 1st reading at a public hearing, the amendment will then be
21 scheduled for a 2nd reading at a public hearing for adoption.

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BACKGROUND

The impetus for the proposed ordinance stems from a 2023 variance case (No. 14-2023) in which the applicant sought relief from the maximum dock size requirements in the LUDC. In that case, the length of access walkway to the terminal platform caused the proposed dock to exceed the maximum dock size. It should be noted that before 2012, access walkways were not included in dock size calculations. Ordinance 2012-14 amended the dock size calculation language, stating that the area of a dock shall include all existing and proposed docks and related structures beginning at the mean high water line (MHWL) and extending water ward.

In the 2023 variance case, the applicant requested to construct a 525 square-foot dock together with a 2,000 square-foot walkway, for a total of 2,525 square feet. The long access walkway was necessary to cross through 500 feet of wetlands to reach open water from the upland portion of the property. However, per code, the maximum total square footage allowed for the subject dock and walkway was 700 square feet, based on the 70-foot lot width at the MHWL.

During the March 28, 2023 variance hearing, the Board questioned compliance with certain variance criteria. The Board asked how the conditions and circumstances were peculiar to the land and not typical of other lands in the same zoning if the properties to the south had similar conditions. Staff responded that no other lot has the same exact lot configuration and the distance between the MHWL and navigable waters is not the same as other properties. Staff continued that the lots to the south were able to construct their docks without a variance, as they were not subject to the size limitation enacted in 2012 that is now limiting the current owners from constructing a dock without first obtaining a variance. It was suggested later after the hearing concluded, during Board discussion, that an amendment to the LUDC could make similar variances for properties in similar circumstances unnecessary.

DISCUSSION

The 2012 LUDC amendment regarding the dock square footage calculation has proven to be problematic for certain property owners with MHWLs that are a substantial distance from the navigable waterway. Based on an aerial assessment of the riverfront, there are seven properties on the Daggett Creek branch of the Halifax River and approximately six additional homes near the south end of S. Peninsula Drive that are in a similar situation.

The most significant part of the code amendment is to remove access walkways from the dock size measurement. The entire list of proposed amendments includes:

- In Section 3.17.1.A, adding definitions for “access walkway” and “terminal platform”
- In Section 3.17.2.A, adding, “the main pier or walkway shall not exceed six feet (6’) in width”
- In Section 3.17.2.G,
 - Removing references to state and/or federal approval
 - Clarifying that access walkways shall not be included in the maximum dock size calculation
- In Section 3.17.2.H.4, adding requirement to meet all other dimensional standards
- In Section 3.17.2.M, adding “access walkway” to the types of structures that shall not have enclosed sides.

Comprehensive Plan

Staff reviewed the policies of the Comprehensive Plan and found the Ordinance will maintain consistency with the Town's desired vision and direction. In particular, the proposed ordinance will ensure that Coastal Management Element Policy 1.6.3 is implemented fairly for all single-family riverfront lots.

Policy 1.6.3: Single-Family Boat Slip Allowance. Single-family residential riverfront lots will not be denied their riparian rights to construct one dock per lot. If single-family residential riverfront lots are subdivided subsequent to the approval of the MPP, each additional single-family residential riverfront lot shall represent one powerboat slip that is part of the total number of powerboat slips allocated to the Town of Ponce Inlet.

Recommendation

The Planning Board recommends approval of the amendment to the Town Council. Staff recommends the Town Council approve Ordinance No. 2024-03, amending Section 3.17 – *Docks, Boathouses, Boat Slips, and Piers* of the LUDC to be consistent with the comprehensive plan.

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WHEREAS, Article 3 of the Ponce Inlet Land Use and Development Code (LUDC) establishes regulations for particular uses that are permitted in the LUDC; and

WHEREAS, concerns have been raised that the present requirements for the calculation of maximum dock square footage are too challenging for certain property owners to meet, and that amendments to the LUDC are necessary to address these concerns; and

WHEREAS, the Planning Board, in its capacity as the Local Planning Agency, has determined that this Ordinance is consistent with the Comprehensive Plan and has recommended approval of this Ordinance to the Town Council; and

WHEREAS, the Town Council affirms that this Ordinance is consistent with the Comprehensive Plan and is in the best interest of the public welfare of the Town; and

WHEREAS, the Town has complied with all requirements and procedures of the LUDC and Florida law in processing, noticing, and advertising this Ordinance; and

WHEREAS, this ordinance is enacted under the general home rule and police powers of the Town of Ponce Inlet.

NOTE: Underlined words constitute additions to the Town of Ponce Inlet Land Use Development Code (LUDC) as amended by Ordinance 2024-03, ~~striketrough~~ constitutes deletions, and asterisks (***) indicate an omission from the existing text of said LUDC as amended which is intended to remain unchanged.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Incorporation of Amendments. The proposed amendments to **Article 3, Section 3.17** of the Land Use and Development Code are attached to this Ordinance as Exhibit "A" and are hereby incorporated into the text of this Ordinance as though fully set forth herein verbatim as amendments to the Land Use and Development Code.

SECTION 3. Codification. It is the intent of the Town Council of the Town of Ponce Inlet that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

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

SECTION 5. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this Town, this Ordinance shall prevail.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the Town Council of the Town of Ponce Inlet, Florida.

It was moved by Councilmember Villanella and seconded by Councilmember Milano that said Ordinance be passed on first reading. 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

Approved on first reading this 22 day of August 2024.

It was moved by _____ and seconded by _____ that said Ordinance be passed on second reading. 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	_____

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Approved and adopted on second reading this ____ day of _____ 2024.

Town of Ponce Inlet, Florida:

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC
Town Clerk

1 EXHIBIT “A”

2
3 **ARTICLE 3 – USE REGULATIONS**

4
5 ***

6
7 **SECTION 3.17. DOCKS, BOATHOUSES, BOAT SLIPS, AND PIERS**

8 **3.17.1 Applicability.**

9 This section applies to boathouses, boat slips, piers, docks, and marginal docks in any zoning
10 district along the Halifax River or any of its arms, canals or tributaries.

11 *A. Definitions.*

12 Access Walkway. The part of a dock that connects a riparian owner’s property to a terminal
13 platform. The main access pier or catwalk shall be considered a walkway.

14 *Boathouse.* An accessory use to a residence adjacent to a waterway, providing covered space
15 for the housing of a boat and its customary accessories. A boathouse may not be used for human
16 habitation.

17 *Boat slip.* See definitions, section 3.9.

18 *Dock.* A fixed or floating structure, including access walkways, terminal platforms, catwalks,
19 mooring pilings, lifts, davits and other associated water-dependent structures, used for mooring
20 and accessing vessels, pursuant to Chapter 18-21 F.A.C.

21 *Marginal dock.* A dock placed immediately adjacent and parallel to the shoreline or seawall,
22 bulkhead or revetment, pursuant to Chapter 18-21 F.A.C.

23 *Mooring piling.* A post, pillar, piling, or stake used for the purpose of berthing buoyant vessels
24 either temporarily or indefinitely, whether or not it is used in conjunction with a dock.

25 *Pier.* A fixed or floating structure used primarily for fishing or swimming and not designed
26 or used for mooring or accessing vessels.

27 Terminal Platform. The part of a dock or pier that is connected to the access walkway, located
28 at the terminus of the structure, and is designed to secure and load/unload a vessel or conduct other
29 water-dependent activities. The terminal platform is considered the activity area of the dock. Such
30 a platform is typically wider than the pier leading to it and shall be located at the end of the access
31 walkway.

32 *B. How permitted.* See section 2.40, Table 2-5 (Table of Permitted Uses).

33 **3.17.2 Standards.**

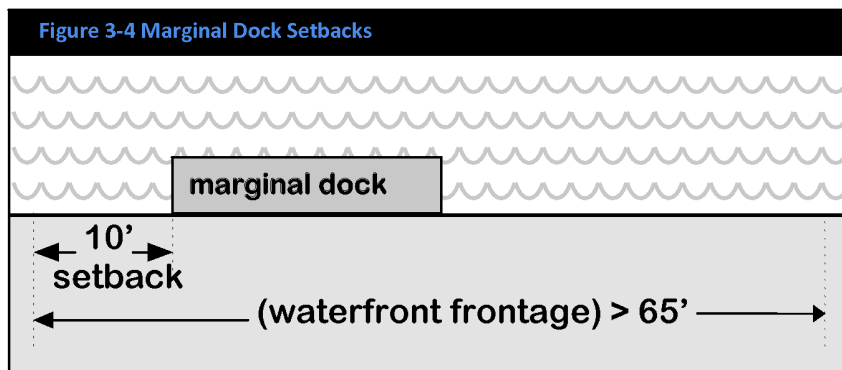
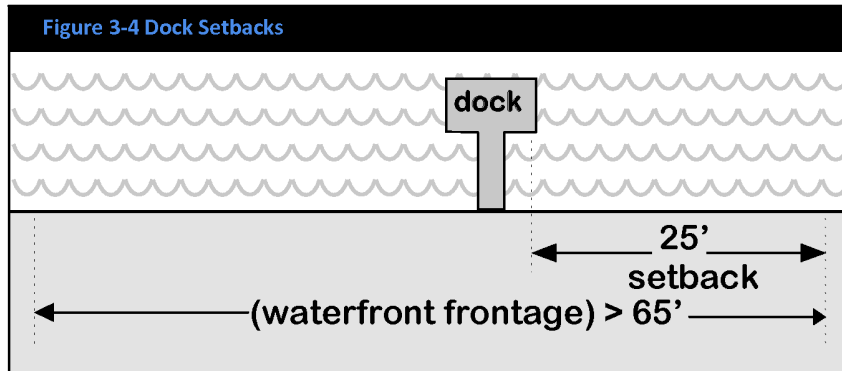
34 A. No boathouse, boat slip, pier, or similar structure shall be erected or constructed to exceed a
35 height of 15 feet above mean high water. An additional 42 inches is allowed for guardrails on
36 sundeck roofs only. The main pier or walkway shall not exceed six feet (6') in width.

37 B. Docks, marginal docks, boathouses, boat slips, piers, and/or similar structures may be
38 constructed waterward of the mean high water line if:

- 39 1. All local, state and federal requirements are met, and

2. The structure will not materially impair navigation, cause scouring and erosion of the shoreline or river bottom, or otherwise adversely affect the public health, safety and welfare.
- C. No artificial lighting is allowed higher than 15 feet above mean high water.
- D. No more than two boat slips are allowed for each single-family dock.
- E. Boathouses shall not be used for dwelling purposes or contain any sleeping or living quarters.
- F. No boathouse shall exceed 20 feet in width and 40 feet in length.
- G. Docks, marginal docks, boathouses, boat slips, piers, and/or similar structures, singly or collectively, shall not occupy an area more than ten times the lot width expressed in feet at the mean high water line (i.e. 70 feet of lot width equates to a maximum of 700 s.f. of dock area). For lot widths of 100 feet or more, Aa maximum of 1,000 square feet of dock area may be allowed for single-family residential homes along the Halifax River and in all artificially created waterways (i.e. canals) without state and/or federal approval. For lot widths of 100 feet or more, Along the Halifax River, a maximum of 1,000 square feet of dock area may be allowed without state and/or federal approval, unless required by state or federal law in certain instances when state-owned submerged lands are involved. The area of a dock shall be calculated by measuring all existing and proposed docks and related structures beginning at the mean high water line and extending waterward, except that the maximum area shall not include the access walkway to the dock terminal platform.
1. Subject to local, state, and/or federal approvals, an additional ten square feet above the maximum 1,000 square feet of dock and/or related structures may be added for each additional ten linear feet greater than 100 linear feet of waterfront frontage along the Halifax River measured at the mean high water line (i.e. 110 linear feet of shoreline frontage allows up to 1,010 square feet of dock and/or related structures). All state and federal permit approvals shall be submitted to the town prior to the commencement of any construction.
2. All commercial and multi-family docks and related structures are subject to section 3.9, Boat slip regulations and other applicable local, county, state and/or federal requirements.
- H. A dock and/or related structure is allowed if it:
1. Is not used for living or the storage of materials other than those associated with recreational use; and
 2. Is constructed or held in place by pilings, including floating docks, so as not to involve filling or dredging other than that necessary to install the pilings; and
 3. Will not violate water quality standards, impede the flow of water, adversely affect flood control, or create a navigational hazard; and
 4. Is accessory to a developed lot with a minimum waterfront frontage of 65 feet measured at the mean high water line. Lots with a waterfront frontage of less than 65 feet may be allowed a dock or similar structures on a case-by-case basis, provided that navigation is not impeded, the ability to dock boats on adjacent properties is not impaired, all other dimensional standards of this section can be met, and a variance has been granted.

- I. Docks in artificially created waterways (i.e., canals) shall not impede navigation and protrude into the waterway more than 25 percent of the width of the waterway measured from the mean high water line.
- J. Subject to federal and state regulation, the replacement or repair of non-conforming docks and mooring piles shall be allowed in accordance with sections 7.4 and 7.5, if:
1. No fill material other than the piles is used.
 2. The replacement dock or mooring pile is in the same location, configuration and dimensions as the existing or original dock or mooring pile.
- K. Docks and related structures (including access walkways, boathouses, boat slips, piers, mooring piles, or other similar structures) shall not be constructed or erected closer than 25 feet from any side lot line or side lot line extended into a waterway (Figure 3-3). Marginal docks shall not be constructed or erected closer than ten feet from any side lot line or a side lot line extended into a waterway (Figure 3-4) No newly constructed dock shall impede the navigation or docking ability to existing docks on adjacent properties.



- L. No more than one boathouse may be erected or constructed on an individual waterfront lot.
- M. No boathouse, covered dock, [or access walkway](#) shall have enclosed sides. No screening or other visually blocking materials shall be attached or otherwise added to any required guardrails.
- N. A boathouse or covered dock without a sundeck shall have a pitched roof with a slope ratio between 2.5:12 and 4:12.
- O. Construction standards.

1. Construction materials and methods shall be employed in compliance with the Florida Building Code, Chapter 16: Structural Design. Compliance with this standard shall be certified on a plan sealed by a Florida-registered architect or structural engineer.
 2. All wood members must be pressure treated or have an equivalent strength that meets or exceeds the durability of pressure-treated wood.
 3. All fastening devices, nails, screws, bolts, and similar devices shall be highly corrosive resistant.
 - a. All light-gauge fastening devices such as nails and screws shall be stainless steel and all bolts shall be stainless steel or hot-dipped galvanized.
 - b. All hurricane anchoring devices shall be hot-dipped galvanized or stainless steel. "Hot-dipped galvanized" means at least two ounces of zinc coating per square foot after fabrication.
 4. Boathouse roofs acting as a sun deck shall be designed to provide for 60 pounds per square foot deck loading for occupants. If the boathouse provides for boat suspension, the maximum lift capacity of the hoisting device shall be considered in the design and still provide a minimum 60 pounds per square foot for occupants of the sun deck. Stairs and guardrails must be provided for all sun decks consistent with standard building code requirements. No baluster shall exceed 1.5 inches in diameter. No lighting may be affixed to a sun deck.
- P. This section does not preempt any federal or state regulation or prohibit any federal or state enforcement action.



Meeting Date: 9/19/2024

Agenda Item: 10-B

Report to Town Council

Topic: Final Millage Rate and Budget for Fiscal Year 2024/2025.

- A. Resolution 2024-16 – Adopting a final millage rate for fiscal year 2024/2025.
- B. Ordinance 2024-05 – 2nd Reading – Incorporating the final audited budget of fiscal year 2022/2023, amending the budget for fiscal year 2023/2024, and adopting the budget for fiscal year 2024/2025.

Summary: Please see attached staff memorandum from the Town Manager.

Suggested motion:

- A. To approve Resolution 2024-16 with a final millage rate of 6.4559 mills.
- B. To approve second reading and adoption of Ordinance 2024-05 as presented.

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: September 10, 2024
SUBJECT: Final Millage Rate and Budget for FY 24/25

Introduction

This budget is presented to cover three fiscal years – the Final budget for FY 22/23, the Adopted and Amended budgets for FY 23/24, and the Proposed budget for FY 24/25. While the Town’s budget document includes the final budget of the most recent audited year (Final 22/23), this is for information only as that year is closed. For FY 23/24, the adopted budget, mid-year amended budget (per Res. 2024-12) and estimated final budget are provided for comparison. The FY 23/24 amended final budget reflects the estimated expenses as we close-out the current year. The proposed budget for FY 24/25 has been revised to reflect the priorities of the Town Council expressed at the June and July budget workshops with a lower millage rate than was initially proposed.

Background

The proposed budget and associated millage rate are the product of hundreds of staff hours and numerous public meetings, workshops, and discussions held throughout the year. This process began earlier this year in January, with a meeting of the Essential Services Advisory Board (ESAB) to discuss public safety items from the Fire, Police, and Public Works Departments. The ESAB met again in March to review and prioritize these items as budget recommendations to the Town Council. The Board then met again on June 13th, to discuss the replacement of Public Works Building “B” and other facility improvements. These public safety items typically have the greatest impact on the budget.

Likewise, the Cultural Services, Historic Preservation, and Tree Advisory Board (CSB) met three times this year (February 5th, April 1st, and May 6th) to review budget proposals from staff, board members and the public. The Board discussed potential park enhancements and provided its recommendations to the Town Council.

At the June 26, 2024 preliminary budget workshop, the Council reviewed the Town's reserve fund levels; the status of reimbursements from 2022 hurricane expenses; the impact of newly added staff positions; anticipated cost increases for insurance and utility rates; existing obligations such as loans and grant matches; the current tax base; and revenue projections. The Council then reviewed a list of significant (\$25,000+) proposed purchases, projects, maintenance activities, professional services, and new personnel to maintain or enhance levels of service for the next fiscal year. These items included the prioritized list recommended by the ESAB. The Council indicated its support for the majority of these items and directed staff to prepare the proposed budget accordingly.

At the July 16, 2024 budget workshop, the Council was presented with an overview of key public services provided by the Town, projected revenue, budget breakdown by department, historic millage rates over the past decade, and a sample tax bill with all taxing authorities in Volusia County. The Council was then provided with two level-of-service options, including proposals for new equipment, projects, maintenance activities, and professional services. Each option carried an estimated cost and corresponding millage rate. Finally, the Council reviewed a list of items discussed at the June budget workshop that were not proposed to be funded in the next fiscal year. The Council then heard from the public, discussed which items to include or remove, and directed staff to finalize the budget at the highest service level. On July 18th, the Town Council adopted a proposed millage sufficient to fund the majority of the budget items requested, with an emphasis on maintaining public safety capacity and addressing immediate and deferred maintenance issues.

Most recently, the Town Council reviewed the tentative millage rate and proposed budget at a special budget hearing on September 4, 2024. The Council and public were provided with an overview of the Town's organizational structure and key public services, the budget process to date (including eight previous public meetings), a recap of the budget and tax environment, historic millage rates, and Council priorities. Highlights of proposed general fund and special fund expenditures were presented. After hearing extensive input from the public, the Council voted to approve the proposed millage rate and budget, excluding any new vehicle leases.

Town Reserves, Debt, & Finance Practices

Per the Town's Reserve Policy¹, reserves are to be used, "...to mitigate current and future risks such as revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable tax rates." The policy requires the Town to maintain unrestricted reserves sufficient to cover between 3-9 months of operating expenses. The available reserve levels are determined each year upon completion of the previous year's audit. The audit process provides the most accurate description of how much was spent in the previous fiscal year, as well as the remaining unspent amount that is added to the various reserve funds for the next fiscal year.

On April 18, 2024, the Town Council was presented with the results of the audit of the FY 22/23 financial statements. The FY 22/23 audit showed that the Town's FY 23/24 General Fund reserve balance was \$4,190,777, which equates to a 53% reserve or approximately 6 months. Note that in July, the Council authorized the creation of a new Disaster Recovery Fund account² and the transfer of \$100,000 into this new fund from the General Fund reserves.

¹ Res. 2009-04, May 20, 2009

² Res. 2024-13, July 18, 2024

The Town's FY 22/23 audit also showed that the Water Fund Operations and Maintenance (O&M) reserve at the start of FY 23/24 was approximately \$850,862. Last fiscal year, the Council adjusted the Town's water service rates to account for rising costs, halting what had been a steady decline in revenue and increasing reliance on reserves. According to the revenue analysis projections at the time, the new rates will be sufficient to cover costs and increase reserves.

A complete list of the town's current reserves has been provided on **Attachment 1** of this memo and within the budget document. Reserves are also noted in the revenue reserve line of each fund. Altogether, a total of \$9,711,681 is held in reserves, including \$4,429,754 in unrestricted funds; \$2,610,203 in restricted funds; \$2,629,204 in enterprise funds; and another \$42,520 in grant project or debt service reserves.

The Town has been able to maintain its reserve levels at between 6-7 months over the past two years, based on annual audits. This was achieved even with a significantly lower millage rate in FY 22/23, impacts from Hurricane Ian ineligible for reimbursement³; legal expenses related to Unfair Labor Practice hearings; rising costs of utility expenses; higher costs of employee insurance, wages, and benefits; and the cost of new staff positions added mid-year. In FY 22/23 and FY 23/24, the Town took steps to address these shortfalls by making necessary adjustments to the ad valorem millage rate and utility customer rates. This effort was aided by a sizeable increase in the taxable value of all properties in Ponce Inlet.

The town's debt total is currently \$1,445,638. Two of the town's three debt service agreements will be paid in full over the next 2 years: the 2005 Town Hall loan and the 2006 Stormwater Improvements loan. The town also has a 2017 Water System Improvements loan with 13 years remaining. Note that these debts are paid from utility and gas taxes, not from ad valorem (property) taxes.

Loan	Annual Payment	Years Remaining (out of 20)	Total Remaining Payment
Town Hall Buildings	\$328,400	1	\$328,400
Stormwater Improvements	\$156,587	2	\$313,174
Water System Improvements	\$61,828	13	\$803,764
TOTAL	\$546,815		\$1,445,338

In addition, the Town has pledged grant matches totaling \$1,155,797 for a fire station generator and the S. Peninsula sidewalk project, all or most of which are expected to be paid in FY 24/25.

Due to its strict adherence to standard governmental accounting practices and purchasing procedures, the Town has received perfect, comment-free audits for the last 8 years. Management closely monitors policies and practices from all departments to ensure the protection of the Town's finances. This combination of reserves, low debt, and history of perfect audits demonstrates that the Town remains in an excellent financial position.

Proposed Budget for FY 24/25

³ NOTE: As of 8-26-24, the Town has received \$240,983 from insurance and \$356,714 from FEMA. Another \$58,250 is expected back from insurance and FEMA in the next year. A total of \$226,173 is ineligible for reimbursement.

With a limited number of revenue sources, the Town is highly dependent on ad valorem taxes to fund its day-to-day expenditures and services. The expenditures and services are primarily paid out of the General Fund and the Water Operations and Maintenance (O&M) Fund. The majority (76%) of General Fund revenue is derived from ad valorem taxes, while the O&M Fund revenue comes from water utility payments. The remainder of General Fund revenues will mostly be received from sales taxes, services charges, permit fees, interest earnings, grants.

The budget for Fiscal Year 24/25 is balanced with a proposed millage rate of **6.4559**, which is intended to maintain or enhance the level of service provided by the Town government to its residents and property owners. At a 95% collection rate, the proposed millage will produce \$8,188,952 in ad valorem revenue. The Town's current millage rate is 6.2779 and the roll-back rate (RBR) is 5.8037. The proposed millage rate is 11.24% above RBR.

According to the Volusia County Property Appraiser's preliminary tax roll, the taxable value of property in Ponce Inlet has increased by 9.07% over the past year. Homesteaded properties (approximately 47% of total households) will be capped at a taxable value increase of 3%. A homesteaded property with a prior year value of \$500,000 would pay a maximum of \$177 more in taxes next year, compared to the previous year. Non-homesteaded properties (approximately 53% of total households) are capped at a 10% increase. A non-homesteaded property with a prior year value of \$500,000 would pay a maximum estimated \$412 more. On **Attachment 2** is a calculation of revenue at different millage rates. The impact of the 6.4559 millage rate on properties at various values is provided with **Attachment 3**.

Highlights

Since the July budget workshop and first September budget hearing, Staff has worked diligently to incorporate the items prioritized by the Council, while deferring where possible those items that would not negatively impact the Council's desired level of service. A summary of these changes is provided with **Attachment 4**.

The proposed budget includes purchases, projects, maintenance activities and professional services to maintain or enhance levels of service for the next fiscal year. No new personnel positions are proposed. Purchases can be thought of as tangible equipment, such as new generators or vehicles. Projects involve construction, such as the S. Peninsula sidewalk expansion. Services can include maintenance activities like storm pipe cleaning or professional services for new studies and plans. The majority of the items on this list were either prioritized by the ESAB, tied to a Council goal, or were part of the Town's appropriation requests to the Florida Legislature this year.

A number of items in several departments were budgeted this fiscal year but have not yet been completed. In such cases, the unspent monies are carried forward to the new fiscal year. Although carry-forward projects show up as an expenditure in each department's budget, they are offset by the additional revenue being carried forward from this year to the next. In all, \$416,372 is being carried forward, of which \$387,072 is within the General Fund. The complete list of General Fund carry-forward funds is shown at the top of Page 8 in the Revenue section of the budget. See account number 001-0000-380-0000 PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES. Others are listed within the other various funds. If not carried forward, these funds would ordinarily be placed into reserves. Carrying the money forward to the next fiscal year allows the projects to be completed using previously appropriated funds without affecting the next fiscal year's millage rate.

159 **General Fund (GF) - 001**

160
161 Multi-Department Expenditures – Certain types of expenditures have an impact on multiple
162 departments or the entire organization. These include the cost of employee salaries and benefits,
163 utilities, insurance, and fuel. The proposed FY 24/25 budget accounts for these general costs in
164 addition to the specific requests from each department.

- 165 • Changes in rates overall for fringe benefit package:
 - 166 ➤ As approved by the Town Council in 2021 (via Res. 2021-08), this budget includes the
 - 167 final year of a four-year plan to implement Florida's new minimum wage requirements
 - 168 of \$15/hour, by September 30, 2026. Instead of a percentage increase, a flat increase
 - 169 of \$2,080 has been added to the annual salary of each employee for FY 24/25,
 - 170 equivalent to an additional \$1/hour. This plan ensures that the Town's pay grade
 - 171 schedule reaches the \$15/hour minimum, while avoiding wage compression issues and
 - 172 ensuring that the salaries for new hires do not outpace existing employees in the same
 - 173 classification.
 - 174 ➤ Pursuant to Resolution 2006-01, the Town Council's pay adjustment is the average
 - 175 percentage provided to employees in the prior year. The FY 23/24 average was
 - 176 approximately 5%, so this has been applied to the Council salaries in the FY 24/25
 - 177 budget.
 - 178 ➤ The Town's required contribution for FRS (Florida Retirement System) is either
 - 179 increasing negligibly (1/10th of 1%) or remaining the same for various categories.
 - 180 These amounts are dictated to participating local governments each year by the State
 - 181 of Florida.
 - 182 ➤ Employee health insurance is increasing 4.4%.
 - 183 ➤ Rates for dental insurance, vision insurance, short-term disability insurance, long-term
 - 184 disability insurance, and life insurance remain the same, as they are locked until
 - 185 6/30/25). Note: The disability & life insurance costs to the town are based on each
 - 186 employee's annual salary; while the rates remain the same, the actual cost will
 - 187 correspond with any change in salaries.
 - 188 ➤ Rates for EAP (Employee Assistance Program) also remain the same and are locked
 - 189 until 6/30/26.
- 190 • The Town's general insurance package (including Property, General, Auto, Cyber-
- 191 security, etc.) has increased by 1.4%.
- 192 • The Town has flood insurance on the three Historical Museum buildings and the two
- 193 buildings located at the Fire station. Flood insurance rates for the fire station building have
- 194 decreased by 40%, while the rate for the museum buildings has increased approximately
- 195 10%. These changes are due to the new rate methodology adopted by the National Flood
- 196 Insurance Program, known as Risk 2.0.
- 197 • Workers Compensation insurance increased by 14%.
- 198 • Fuel costs are estimated to decrease slightly or stay the same as FY 23/24, based on EIA
- 199 (U.S. Energy Information Administration) forecast for 2025.
- 200 • Utilities (water & electric) have been estimated with a 3% increase over the current-year
- 201 amended budget.

202 Legislative –

- 203 • \$14,187 is proposed for the First Step Shelter, the same as previous years.

- \$36,000 is proposed for a Government Affairs consultant (lobbyist) to assist the Town with legislative appropriation requests at the state level. As directed by the Town Council, this amount is sufficient for 12 months at \$3,000 per month.
- \$4,000 is proposed for annual appropriation to Citizens for Ponce Inlet (C4PI) for continued assistance with publishing Town-related information on their website, pursuant to the town's agreement with this organization via Resolution 2020-16 as amended.
- \$71,680 is proposed for transfer to the community center fund for several important projects, such as a major roof/ceiling repair (\$25,000), replacing gutters (\$8,000) and new landscaping in the front parking lot (\$10,000). The Town also pays for the property insurance and 75% of the electric bill.
- \$114,200 is proposed for transfer to the historical museum fund (#146) for repair/replacement of the boardwalk (\$35,000), replacement of the fence (\$19,000), and daily operational expenses.
- \$60,000 is being held in contingency for the Town's \$35,000 match for the fire station generator (secured through legislative appropriation) and the \$22,987.50 contribution to the Harbour Village dune walkover repair as determined by the Town Council on August 22, 2204.

Administration –

- \$21,000 is proposed for overtime for the Town Clerks and Public Information Officer (PIO), the same as adopted for FY 23/24. This covers the PIO's and clerks' attendance at evening board meetings and Town Hall events, along with the PIO's after-hours and weekend work during emergencies, when needed.
- \$43,900 is proposed for professional services, which includes \$28,500 for a salary study, identified as needed in the previous salary study in 2016.
- \$44,000 is proposed for contractual services for financial auditors, and to assist with complex year-end tasks such as OPEB (Other Post-Employment Benefits) actuarial valuation, pension workpaper preparation, and compliance with implementing Government Accounting Standards Board (GASB) requirements.
- \$39,584 is proposed as a transfer to the Stormwater Loan debt service.

Legal –

- \$255,000 is budgeted for the anticipated contractual work with the Town's 3 contracted legal firms: Shepard, Smith, Kohlmyer, & Hand (\$195,000), Code Enforcement Board attorney / special magistrate, TBD (\$10,000), and our labor/employment law attorneys with Fisher & Phillips (\$50,000). This amount will account for continued legal expenses for issues such as the long-term rental permit preemption. It also is prudent to assume that unique, novel legal issues will arise every year, such as this year's examination of the athletic court reservation system related to ADA compliance. The total budgeted amount is \$35,000 less than was adopted in FY 23/24.

Planning & Zoning –

- \$63,252 is budgeted for professional services, including general environmental and engineering reviews of town projects, \$3,252 carried forward from the prior year to complete the Town-wide traffic study and related comprehensive plan policy amendments, and \$50,000 carried forward for the Adaptation Action Plan.

- \$170,000 will be transferred to the S. Peninsula sidewalk project fund (#311). This is the remaining amount needed to complete the Town's 15% match requirement for this project through the River-to-Sea TPO.
- The budget for this account is offset by \$53,252 in carry-forward funds from FY 23/24.

Information Technology –

The Town has made significant investments in its professional IT staffing and infrastructure over the years. The IT budget account includes all contractual computer and network services for all Town departments. Additional investments in both software and hardware are needed to comply with mandates from the State of Florida and the Town's cybersecurity insurer, and to maintain staff productivity. Additional replacements and upgrades for aging hardware are also necessary. Electronic hardware becomes obsolete over time in terms of processing capacity, speed, security, and compatibility. Highlights of these services include:

- \$219,060 is proposed for contractual computer services, summarized as follows: office productivity, MFA security services, social media archiving, email archiving, internet domain registrar & SSL management, physical access control, public safety patient care and LifePak solutions, public safety policy management, HelpDesk, endpoint management & reporting services, pdf management, license plate reading & data sharing services, HR onboarding & performance management, financial management solutions, planning & permitting solutions, website hosting & management with associated ADA and mobile components, data backup services, GIS services, and hardware licensing.
- \$62,280 is proposed for phone and internet services, including expenditures for the current telephone, internet, and network connections between Town Hall, Fire Station, Public Works, and the Museum utilizing a managed SDWAN of fiber optic and backup co-ax services, backup satellite internet, as well as POTS Telecom/Phone Services.
- \$52,800 is proposed for non-capital equipment, which covers replacement of computers, network infrastructure, and other IT equipment for all Town departments, as needed. It includes replacement desktop UPS units, replacement of legacy network switches, Museum kiosk tablets, Public Safety mobile routers, desktop accessories such as webcams, keyboard/mouse, 3rd round of PC life-cycle program, laptops, and upgrade of legacy Windows server & SQL licenses.
- Overall, the budget for this account is approximately \$14,000 lower than FY 23/24. This is due to deferring certain equipment and services until FY 25/26 and extending the use of existing equipment such as the plotter/scanner.

Police –

- The department has almost reached the full staffing levels as previously recommended by the ESAB and approved by the Town Council last year. The department is now able to provide 2 patrol officers per 12-hour shift, as well as an additional police presence during busy events, weekends, and holidays. The additional staffing also provides the back-up capacity to cover shift vacancies.
- Officer salaries are proposed to increase as a result of contract negotiations with the local Fire Union. It is our intent to share any new approved benefits with all first responder personnel. The total salary amount is \$32,510 higher than initially proposed in July. The increased salary in turn increases the amount the Town must pay for FICA and FRS retirement, resulting in a total increase of \$47,786 over what was proposed initially in July.

- 291 The proposed raise brings our officers closer to the median of other jurisdictions in Volusia
292 County.
- 293 • \$49,020 is proposed for 4 existing leased vehicles acquired in FY 23/24. One additional
294 vehicle lease to replace a 2018 SUV is being postponed per Council direction. Police
295 vehicles must be replaced every 5-6 years due to heavy engine wear while on patrol and
296 continuous idling when stationary for traffic enforcement. Staff will be evaluating the
297 entire lease program over the coming year including ways to eventually purchase the
298 vehicles leased to date.
 - 299 • \$20,000 is proposed for a low-speed vehicle (street-legal golf cart) for use with day-to-day
300 community policing and assistance during special events. The Ponce Inlet Police
301 Department provides public safety for thousands of visitors during special events
302 throughout the year including 5k races, the Legends Parade, Easter egg hunt, Memorial
303 Day, Veterans Day, the Children's Halloween event, Christmas tree lighting, and
304 Christmas parade. The low-speed vehicle provides greater visibility and access to crowds
305 and tight spaces that a patrol vehicle cannot enter. The low-speed vehicle is also valuable
306 for community policing and patrolling our neighborhoods while promoting greater
307 interaction with our residents. It allows officers to travel around town at slower speeds
308 while interacting with residents and visitors on a more personal level.
 - 309 • The budget for this account is offset by \$2,094 in carry-forward funds from FY 23/24.

310 Fire –

- 311 • The department's multi-year accreditation process is nearly complete. This program began
312 in FY 21/22 with the Standards of Cover process, and continued in FY 22/23 with the
313 creation of a Strategic Plan. In FY 23/24, the department initiated the final step of creating
314 a Self-Assessment Manual. However, the Self-Assessment Manual will not be completed
315 by the end of FY 23/24, so \$14,900 is being carried forward into FY 24/25 for that purpose.
- 316 • Firefighter salaries are proposed to increase by \$46,709, as a result of contract negotiations
317 with the local Fire Union, whose contract with the Town expires on September 30, 2024.
318 The bulk of this comes from enhanced paramedic stipends (\$37,856). The increased salary
319 results in increases to the amount the Town must pay for FICA and FRS retirement,
320 resulting in a total increase of \$66,881 over what was proposed initially in July. The goal
321 is to provide the equivalent benefit to all first responders, include our police officers. The
322 proposed raise brings them closer to the median of other jurisdictions in Volusia County.
- 323 • The proposed budget includes safety equipment and gear, including \$29,000 for a
324 replacement fire hose and \$41,000 for a power stretcher.
- 325 • No new leased vehicles are proposed for FY 24/25. The department will continue leasing
326 the 1 vehicle acquired in FY 23/24. Plans for one additional leased vehicle to replace a
327 2013 SUV operated by the Deputy Chief are being postponed per Council direction. Staff
328 will be evaluating the entire lease program over the coming year including ways to
329 eventually purchase the vehicles leased to date.
- 330 • The budget for this account is offset by \$14,900 in carry-forward funds from FY 23/24.

331 Building & Code Enforcement –

- 332 • \$65,520 is proposed for various professional services, most of which is being carried
333 forward from FY 23/24, and includes the following:
 - 334 ➤ \$20,750 is carried forward to assist with compliance with the new Community Rating
335 System (CRS) manual. This will ensure the Town maintains its current Class 5 rating,

which provides residents in a flood zone with a 25% discount for their flood insurance, and a 10% discount for all other properties.

- \$3,770 is carried forward for the Watershed Master Plan. The draft plan was presented to the Planning Board and Town Council in June of this year and is substantially complete. The remaining work is to complete all deliverables per the contract in order to receive full grant reimbursement from the Florida Department of Environmental Protection. The plan is part of an effort to improve the Town's CRS rating from a 5 to a 4; this would be one of the best in the nation and provide additional savings for property owners on flood insurance. The drainage improvement projects identified in the plan will also be eligible for future construction funding through the Resilient Florida grant program.
- \$10,000 is carried forward for updates to drainage code requirements to minimize stormwater impacts on existing properties. This will be completed by the same consultant hired for the Watershed Master Plan as an add-on task.
- \$5,000 is proposed for new investigative services for Code Enforcement, as a new tactic to find and prosecute unpermitted short-term rentals.
- No new leased vehicles are proposed for FY 24/25. The division will continue to lease the two vehicles it acquired last year.
- The budget for this account is offset by \$37,220 in carry-forward funds from FY 23/24.

Public Works –

- A number of projects initiated in FY 23/24 will be completed in FY 24/25, with the remaining funding to be carried forward to the new fiscal year. This includes:
 - \$106,125 carried forward for engineering design and construction of the one-way storm drain valves (Phase 1) on low-lying streets such as Old Carriage Road, Anchor Drive, and other locations. The valves will prevent water from the Halifax River from backing up into these streets during storm surges and King Tide events.
 - \$40,625 carried forward for design and construction of the retention pond excavation project. These funds will need to be supplemented by an additional \$50,000 this year to cover the full estimated cost. Excavating the Town's retention ponds will clear out the 1-2 feet of organic muck deposits that has built up since the ponds were created, which will improve the ability of stormwater to percolate into the ground.
 - \$35,000 carried forward for the new back-up generator at the Community Center. This is the Town's match to the \$20,000 legislative appropriation approved in 2023. It has taken much longer than expected to finalize the grant agreement with the Florida Department of Emergency Management, the department responsible for distributing state funds appropriated for emergency management and response.
- \$16,000 is proposed to paint the buildings at the Ponce Inlet Historical Museum, which have not been repainted since they were first renovated in 2010. This expense was originally proposed but not included in the FY 23/24 budget. However, the need has only increased. This year some of the exterior boards needed patching and replacing due to rot and weathering. Now that the exterior has been repaired, a new coat of exterior paint will protect these 100-year-old structures through the end of the Town's ECHO grant obligation in 2028.
- The budget for this account is offset by \$187,057 in carry-forward funds from FY 23/24.

381 Parks & Recreation –

- 382 • \$30,000 is proposed for repairs and maintenance of the town's parks; repair of the tennis
383 courts at Pollard Park (\$10,000); repainting the entrance signs at Ponce Preserve and
384 Timucuan Oaks; mulch replenishment at the dog park twice per year, and other
385 miscellaneous repairs.
- 386 • \$92,694 is proposed for the emergency boardwalk piling repairs at Ponce Preserve using
387 carry-over funds and resurfacing the tennis court at Pollard Park.
- 388 • \$27,355 is proposed for non-capital equipment purchases, including decorative utility box
389 wraps recommended by the CSB (\$9,000); \$6,855 in carry-over funds to replace
390 interpretive signs at Ponce Preserve and other locations; court rollers and windscreens, a
391 new podium and speakers for events; holiday decorations; and other needs.
- 392 • The budget for this account is offset by \$94,549 in carry-forward funds.

393
394 Special Funds
395

396 Besides the General Fund, the Town's budget also includes 26 separate special funds. These special
397 funds exist for specific purposes, such as:

- 398 1) To receive revenue from non-ad valorem sources, such as the Local Option Gas Tax funds and
399 Land Acquisition Fund, which also have restrictions on how such funds can be used;
- 400 2) To pay for on-going operating expenses related to a specific Town function or service, such as
401 the Water Operations and Maintenance (water utility) Fund;
- 402 3) To ensure money is saved over time for large expenditures, such the Fire Capital Equipment
403 Fund;
- 404 4) To account for expenditures and reimbursements for a one-time project or event, such as the
405 S. Peninsula Sidewalk Fund and the Hurricane Ian Fund; and
- 406 5) To pay off long-term debt, such as the Town Hall Loan (debt service) fund;

407
408 These special funds do not affect the millage rate unless money is transferred into or out of them from
409 the General Fund. Note that funds established for specific projects, events, or loans are eventually
410 closed once no longer needed. Below is a description of the Town's special funds.

411
412 Local Option Gas Tax (.06 cent) Fund - 002

413 This is a restricted fund used for certain types of road expenditures; \$85,000 is budgeted for debt
414 service associated with the Town's stormwater loan. Each year the Town receives a share of the gas
415 taxes collected in Volusia County. Beginning in 2021, the distribution formula for Volusia County
416 cities was revised based solely on the proportion of road miles in each jurisdiction. mileage. Previously,
417 the formula also included other factors such as population and assessed property values. The rates
418 between 2012-2026 are adopted by interlocal agreement, which the Town officially adopted per
419 Resolution 2021-04. This change negatively affects land-locked jurisdictions with no room for
420 expansion such as Ponce Inlet and Daytona Beach Shores. The Town's share was reduced to 0.582%
421 in FY 22 and drops each year until FY 26 when the share is 0.298%. The annual adjustment after
422 8/31/26 will be adjusted automatically each year based on the ratio of lane miles of public roads
423 maintained by all participating municipalities. The gas tax funds will continue to see declining revenue
424 over time as the Town's proportion of roads decreases as other communities expand.

425
426 Local Option Gas Tax (.05 cent) Fund - 003

This is a restricted fund used for certain types of road-related expenditures; \$21,155 is proposed to close out the Ponce de Leon septic-to-sewer fund, while \$7,000 is budgeted for debt service associated with the Town's stormwater loan.

Donations Fund - 005

In past years, this fund was primarily used for the Christmas parade donations and expenditures. Now that the parade receives private-sector sponsorship, the fund is not needed for that purpose. Nonetheless, the fund still remains to receive donations for certain departments/categories. The reserve/fund balance in each category is tracked pursuant to its specific income and expenditures.

Hurricane Ian – 007

This fund was established for accounting purposes related to expenses and reimbursement from damage caused by last year's Hurricane Ian. This fund itemizes all expenditures related to repair of Town structures, debris removal, equipment, and supplies. It shows the revenue received to date from the Town's insurance provider and FEMA. Note that \$131,320 of the reimbursement money received will be transferred back to the sidewalk fund – the Town had pulled money from this account in 2023 to fund certain storm-related repairs rather than from the General Fund reserve. The Hurricane Ian fund will close after all repairs are complete and all eligible reimbursements have been received.

Disaster Recovery Fund – 008

This is a new fund being established to save money for future hurricanes and other disasters, a common practice in other cities. On July 18, 2024, Council approved a one-time transfer of \$100,000 from General Fund reserves into this fund in the amended FY 23/24 budget, per Res. 2024-13. For FY 24/25, a \$25,000 transfer from the Economic Impact Fund is proposed.

Tree Bank Fund - 141

This is a restricted fund for monies received to mitigate the removal of trees when on-site replacement cannot occur. This fund's budget includes \$8,000 for the creation of a tree replenishment plan for Town-owned properties, and \$4,000 for replacing trees on Town-owned property as needed. The tree replenishment plan will be used to identify gaps in the Town's existing tree canopy (on public property) and opportunities for new plantings. Such a plan has been referenced in the Town's tree preservation regulations for this purpose, but has never been created.

Sidewalk Fund - 143

This is a restricted fund for monies received when it is not feasible to add a sidewalk in front of a newly developed property, particularly when there are no adjoining sidewalks on either side. Expenditures must be related to the repair, replacement, or extension of sidewalks; \$15,000 is proposed for sidewalk repair around town. These monies may also be used in a future year toward the Town's portion of the South Peninsula Drive sidewalk project if needed.

Parks & Recreation Fund - 144

This is a restricted fund to receive one-time impact fees collected with newly developed properties to improve the Town's parks and recreation facilities. The Town charges \$347.81 per new single-family construction and \$262.88 per unit for multi-family construction.

Community Center Fund - 145

This fund was established to support the operation and maintenance of the Community Center. The Town has a contractual partnership with Ponce Inlet Community Center, Inc (PICCI) to operate and maintain the building. The Town pays for general insurance, 75% of the electric bill, and

repairs/maintenance for the building, while PICCI covers the full cost of water service, 25% of the cost of electric service, and 100% of the insurance policy for activities in the Center. There is a proposed transfer of \$71,680 from the General Fund for FY 24/25, part of which will be used for to repair the roof and ceiling damaged in early August, new landscaping around the parking lot, and replacement gutters.

Historical Museum Fund - 146

This fund was established to support operations at the Ponce Inlet Historical Museum, located at 143 Beach Street. The Museum brings in very minimal revenue through donations and charges only for classes, so its operations must be funded through transfers from the General Fund. This year, a transfer of \$114,200 is proposed, \$54,000 of which is intended to replace the rotting boardwalk and perimeter fencing.

Police Education Fund - 160

This is a restricted fund for monies received from court processed citations and criminal cases. Per state law, expenditures must be related to police education and training.

Debt Service – Stormwater Improvements Loan Fund - 201

This fund was established pursuant to state revolving fund loan requirements for debt service. Local option fuel tax revenues, refuse rate revenues, and sewer administrative fee revenues were pledged by the Town in 2005 for repayment of this loan (\$156,586/year). FY 23/24 will be the 19th year of this 20-year loan, which has a 2.7% interest rate.

Debt Service – Town Hall Loan Fund - 203

This fund was established pursuant to loan requirements for debt service. Funding from the Land Acquisition Fund was pledged by the Town in 2004 for repayment of this loan (\$328,400/year). FY 24/25 will be the final year of this 20-year loan.

Land Acquisition Fund - 302

This restricted fund was established via Resolution 2003-05 with the following purpose:

All revenue generated and collected by the town from franchise fees for the collection of garbage and the public service tax on the sale of electricity, metered natural gas, liquefied petroleum and manufactured gas shall be deposited into the town public land acquisition and facility fund, and shall be expended from that fund only for the purposes of acquiring real estate, construction of public facilities and payment of administrative, engineering and legal expenses related to those tasks. In the event of a natural disaster or financial emergency, the town manager may request the town council to permit the expenditure of funds from the town public land acquisition and facility fund for other purposes and the town council may grant this request only by a four-fifths vote of the members present. The town manager is authorized to make expenditures from this fund within the parameters of this section.

The annual transfer from this fund to the Town Hall Debt Service fund is budgeted for FY 24/25. In addition, this fund will be used to pay for the Public Works Building “B” design and construction, including a replacement generator and locker rooms. Paying from this fund rather than the General Fund means it does not affect the ad valorem millage rate.

Capital Fire Equipment Fund - 305

This fund was established to save up for the purchase of Fire/EMS equipment and vehicles (e.g., ambulance, fire engine). Such equipment does not need to be replaced often, but when it does it can

have a highly disproportionate impact on a single year's budget. In the past, the fund has been used to purchase Self-Contained Breathing Apparatus (SCBA) gear and replacement monitors/defibrillators. This apparatus was recommended by the ESAB to replace the current fire engine which is now 15 years old and experiences regular and expensive maintenance issues. A "quint" fire truck is an apparatus that combines the equipment capabilities of a ladder truck and the water-pumping ability of a fire engine. It features five main tools to carry out firefighting functions: pump, water tank, fire hose, aerial device, and ground ladders. The ladder in particular will be useful for fire suppression and rescues on multi-story buildings. This vehicle is available for delivery now, and will be financed through a multi-year lease-purchase arrangement. Staff recently obtained favorable proposals to finance the vehicle, the first \$159,000 annual payments of which will start in FY 25/26. In FY 24/25 it will be used to purchase \$51,000 worth of gear to outfit the new vehicle, while \$159,000 will be set aside in reserves for the first payment in FY 25/26.

Capital Facility Maintenance Fund - 307

This fund was established at the direction of Council to build a reserve for capital maintenance and repair needs of various town facilities, including otherwise unplanned capital equipment replacement requirements (e.g., air conditioners, generators, etc.). Last year it was used to repair and replace the Town Hall HVAC evaporator coil, the Police Department HVAC heater, and the Fire Department HVAC system. The amended FY 23/24 budget includes a year-end \$27,900 transfer from this fund to General Fund, leaving \$54,860 available in this fund for FY 24/25 if needed.

Ponce de Leon Circle Septic-to-Sewer Project – 309

This fund was established for the gravity sewer project on this street. This project is now complete. \$21,155 is being transferred from the \$0.05 gas tax fund to close out this fund.

Economic Impact Funds - 310

This fund was initially created to segregate the Town's Coronavirus Relief Funds, which were provided as part of the American Rescue Fund Act (ARPA). The Town Council allocated these funds through Resolution 2022-06 for design of the septic-to-sewer master plan, Police and Fire radios, Energov software and hardware (servers), and for the S. Peninsula sidewalk project. For FY 24/25, \$18,400 is proposed to be carried over to complete the Energov software update. Another \$25,000 is proposed for transfer to the new Disaster Recovery Fund. Finally, \$110,000 is being transferred from this fund to the Capital Fire Equipment Fund for the first annual payment of the new fire truck in FY 25/26.

South Peninsula Drive Sidewalk Grant Match Fund – 311

The Town has pledged a 15% match to the River-to-Sea TPO for this project. Per the interlocal agreement with Volusia County approved this past May, the Town will be able to fulfill its 15% match requirement by paying for 100% of the survey and design costs, while the County will administer the project as a whole. The current estimate for the design is \$1,120,800. The agreement also requires the Town to reimburse County staff for its time to manage the project on the Town's behalf, currently estimated at \$160,000. The survey work began in August 2024 and is expected to finish in December. Once the survey is complete, the County will hire an engineer to finalize the design. The costs accrued to date are shown in the amended budget for FY 23/24. Funding will come from a \$170,000 transfer from the General Fund along with \$1,089,197 that has been saved over time for this purpose.

Septic-to-Sewer Phases 1 and 2 – 312

This is a new fund being created to manage the \$10.4 million SRF loan (100% principal forgiveness) funds and construction expenditures for this project. After being authorized by the Town Council in June 2024, staff has now submitted the loan application to FDEP. Once the loan agreement between

FDEP and the Town has been executed (anticipated November 2024) the construction can be put out for bid. Staff is proposing to split the construction into two phases over two years, with the first phase (\$5,200,000) proposed for funding in FY 24/25. \$27,818 is being carried forward to FY 24/25 on the for the Town Engineer to continue providing funding/grant management assistance.

Water Operating & Maintenance Fund - 401

This fund operates as a semi-enterprise fund to segregate the Town's water revenues and allocated expenditures that support the Town's delivery of water utility services. The rates for water service have been established to cover the Town's internal service delivery costs, the payment to the City of Port Orange for the wholesale purchase of water, and the debt service for the 2016 water system improvement project (\$62,000/year). The Water Utility sales revenue amount accounts for the future rate increase from Port Orange that takes effect on January 1, 2025. The proposed budget also includes a \$10,000 carry-forward for the Water Supply Work Plan, which is required to be updated with the Town's comprehensive plan. At the recommendation of the Town's water rate consultant, repair and maintenance costs are now paid out of a separate Repair & Replacement Fund, which was established last year for that purpose. For FY 24/25, \$135,900 is proposed to be transferred to the R&R Fund.

Refuse Fund - 402

This fund operates as a semi-enterprise fund to segregate the town's waste collection revenues and expenditures. The Town has also pledged \$12,500 annually from this fund for the stormwater debt service. The Town's current contract with Waste Pro began in 2019 and was recently extended by the Town Council through September 30, 2029. Last year the Town increased its rates to \$35/month, which was intended to cover increased rates from Waste Pro along with increased fuel costs and landfill tipping fees. The Town's new rate provides sufficient revenue to provide a hazardous waste pick-up and paper shredding event, as desired by residents. The contract allows for modifications at any time.

Sewer Fund - 403

This fund operates as a semi-enterprise fund to segregate the sewer revenues and impact fees collected by the Town for a direct pass-through payment to the City of Port Orange. The Town will receive an administrative fee of \$24,832 from Port Orange for this payment processing. The administrative fee is first used to meet an annual pledge of \$12,500 for the Town's stormwater debt service obligation and the remainder is transferred to the General Fund to support the administration of this billing service. Pursuant to interlocal agreement, sewer rates are set by the City of Port Orange and adopted as-is by the Town. The City of Port Orange increased its sewer rates last year and is doing so again next year, effective January 2025.

Water Expansion Fund - 404

This is a restricted fund for impact fees assessed to support the Town's water infrastructure system. The Town increased its impact fees and connection fees earlier this year to match recent increases by the City of Port Orange. The Town charges an impact fee of \$1,018 per new residential unit. The Town also collects impact fees of \$1,931 per unit on behalf of the City of Port Orange. All monies received from this impact fee can only be expended for making major emergency repairs, extending or oversizing the system, separating or constructing new additions to the treatment plant or distribution system, payment of any such fees as required by contractual agreement, or for the expansion, improvement and maintenance of the operation and administration of the water system.

Water Renewal & Replacement Fund – 405

This new fund was created in FY 23/24 at the recommendation of the Town's water rate consultant. The "R&R" fund is intended to pay for all repair and maintenance expenses related to the water system,

including equipment, vehicles, and hydrants. It is also used to maintain healthy reserves for water system operations. In prior fiscal years, these expenses were paid out of the Water Operating & Maintenance Fund (#401). For FY 24/25, \$135,900 is proposed to purchase 4 replacement hydrants (\$8,000 each), 1 new hydrant meter (\$6,000), 1 new auto-flusher (\$15,000), and add \$25,000 transfer to reserves.

Debt Service – Water System Improvements Fund – 411

This fund was established in 2015 pursuant to the state revolving fund loan requirements for debt service. The water fund is the only revenue source that was pledged by the Town for repayment of this loan (\$61,828/year). FY 24/25 will be the 8th year of this 20-year loan, which has a 1.01% interest rate.

Conclusion

The budget for Fiscal Year 24/25 is balanced with a proposed millage rate of **6.4559**, which is intended to maintain or enhance the level of service provided by the Town government to its residents and property owners. At a 95% collection rate, the proposed millage will produce \$8,188,952 in ad valorem revenue. The Town's current millage rate is 6.2779 and the roll-back rate (RBR) is 5.8037. The proposed millage rate is 11.24% above RBR.

After reviewing the full proposal, if Council wishes to consider an increase or decrease in the budget or millage rate, note that each one-tenth mill equals \$126,844 in revenue at a 95% collection rate. This is the collection percentage relied upon historically for budgeting purposes.

This budget has been prepared in coordination with all eight of the Town's departments: Planning & Development, Police, Fire, Public Works, Information Technology, Cultural Services, Human Resources/Deputy Clerk, and Finance. It is designed to meet or exceed the Town's current level of service to our residents, perform essential maintenance activities, and ensure sufficient reserves are maintained.

This proposed budget is the product of many months of work and includes the valuable input of all department heads, the Town Council, and the public over the course of nine public meetings and workshops to date. Operational needs, level of service, and quality of life, are all considerations in the balancing process. We thank you for your questions, comments, ideas, and direction throughout this annual millage rate and budget adoption process.

Attachments:

1. Summary of the Town's Reserve Funds (April 2024)
2. Millage rate projected revenue calculations for FY 24/25
3. General impact of millage rate at 6.4559 mills
4. Summary of changes from July budget workshop and September hearing
5. Unfunded items deferred to future years

ATTACHMENT 1

Town of Ponce Inlet Reserve Analysis (April 2024)

Fund Name	Fund Type	Fund Balance FY 19/20	Fund Balance FY 20/21	Fund Balance FY 21/22	Fund Balance FY 22/23	Fund Balance FY 23/24
General Fund	Non-Restricted	\$2,808,484	\$3,405,223	\$4,035,916	\$4,048,698	\$4,190,777
Old Gas Tax (.06)	Restricted	\$84,930	\$88,278	\$98,529	\$98,082	\$89,115
New Gas Tax (.05)	Restricted	\$411,517	\$470,268	\$433,304	\$487,462	\$538,391
Donations	Restricted	\$3,625	\$3,617	\$6,423	\$8,188	\$8,566
Hurricane Ian	Restricted	n/a	n/a	n/a	-	\$123,842
Tree Bank	Restricted	\$15,947	\$22,855	\$26,791	\$27,760	\$44,085
Sidewalk	Restricted	\$44,863	\$56,246	\$70,453	\$76,824	\$90,787
Parks & Recreation	Restricted	\$11,116	\$14,594	\$20,856	\$24,682	\$27,812
Community Center	Non-Restricted	\$5,388	\$26,434	\$57,100	\$23,737	\$25,717
Historical Museum	Non-Restricted	\$18,697	\$19,648	\$21,978	\$22,383	\$14,670
Lighthouse Park Project	Grant Project	\$163,657	\$23,246	\$23,283	-	-
Police Education	Restricted	\$10,643	\$11,237	\$12,566	\$13,623	\$14,853
Stormwater Loan	Debt Service	\$2,630	\$2,729	\$2,727	\$2,725	\$2,723
Town Hall Loan	Debt Service	\$2,409	\$2,409	\$2,408	\$1,581	\$1,221
Land Acquisition Fund	Restricted	\$124,805	\$167,230	\$302,799	\$464,357	\$439,546
Capital Fire Equipment Fund	Non-Restricted	\$150,000	\$200,000	\$29,400	\$229,400	\$115,830
Capital Facility Maintenance Fund	Non-Restricted	n/a	\$25,000	\$50,000	\$75,000	\$82,760
Ponce de Leon Septic-to-Sewer Project	Grant Project	n/a	n/a	\$31,841	\$(40,374)	\$(21,155)
Economic Impact Fund	Restricted	n/a	n/a	n/a	\$1,214,037	\$266,002
S. Peninsula Dr. Sidewalk	Restricted	n/a	n/a	n/a	\$150,000	\$802,756
Water Operating & Maintenance Fund	Enterprise	\$1,009,119	\$1,288,818	\$1,042,489	\$1,022,330	\$850,862 *
Water O&M Fund (Capital Assets - Equity)	Enterprise			\$2,053,209	\$1,887,943	\$1,765,438
Refuse	Enterprise	\$27,986	\$36,744	\$45,649	\$31,384	\$6,389
Sewer	Enterprise	\$6,273	\$8,986	\$8,991	\$7,529	\$6,515
Water Expansion	Restricted	\$117,920	\$127,082	\$145,406	\$155,286	\$164,448
Water System Improvements Loan	Debt Service	\$59,038	\$59,211	\$59,385	\$59,558	\$59,731
Contraband/Forfeiture	Restricted	\$7,033	\$7,033	\$3,494	-	-
Total		\$5,086,080	\$6,066,888	\$8,584,997	\$10,092,195	\$9,711,681

*Adjusted FY21/22 to take out fixed assets to get an accurate Fund Balance (This matches retained earnings)

ATTACHMENT 2

Millage rate projected revenue calculations for FY 24/25

Based on certified tax estimates (Letter required by June 1st):

Total taxable value of property is (take from Step 1)	1,335,204,947
Taxable value of new construction (take from Step 1)	11,120,942
Current year adjusted taxable value (A5-A6)	1,324,084,005
 Prior year final gross taxable value (take from January 2024 letter)	 1,224,076,757
multiply by prior year operating millage levy	6.2779
Prior year ad valorem proceeds: (current year)	7,684,631
 Current year estimated rolled back-rate	 5.8037

Proposed millage scenarios based on preliminary estimates:

<u>Proposed Millage Rate</u>	<u>Ad Valorem Proceeds</u>	<u>95% Proceeds</u>	<u>% Increase over RBR</u>	
7.0000	9,346,435	8,879,113	20.61%	
6.9500	9,279,674	8,815,691	19.75%	
6.9000	9,212,914	8,752,268	18.89%	
6.8000	9,079,394	8,625,424	17.17%	
6.7473	9,009,028	8,558,577	16.26%	Council Adopted 7.18.24
6.7000	8,945,873	8,498,579	15.44%	
6.6500	8,879,113	8,435,157	14.58%	
6.6250	8,845,733	8,403,446	14.15%	Proposed Budget 7.18.24
6.6000	8,812,353	8,371,735	13.72%	
6.6500	8,879,113	8,435,157	14.58%	
6.5000	8,678,832	8,244,891	12.00%	
6.4769	8,647,989	8,215,589	11.60%	Proposed Budget 9.4.24
6.4559	8,619,950	8,188,952	11.24%	Proposed Budget 9.19.24
6.4000	8,545,312	8,118,046	10.27%	
6.3000	8,411,791	7,991,202	8.55%	
6.2779	8,382,283	7,963,169	8.17%	Adopted FY 23/24
6.2000	8,278,271	7,864,357	6.83%	
6.1000	8,144,750	7,737,513	5.10%	
6.0000	8,011,230	7,610,668	3.38%	
5.9000	7,877,709	7,483,824	1.66%	
5.8000	7,744,189	7,356,979	-0.06%	
5.8037	7,749,129	7,361,673	0.00%	Rolled Back-Rate
5.7000	7,610,668	7,230,135	-1.79%	
5.6500	7,543,908	7,166,713	-2.65%	
5.6000	7,477,148	7,103,290	-3.51%	
5.5000	7,343,627	6,976,446	-5.23%	

ATTACHMENT 3

Impact of 6.4559 Millage Rate

General Maximim Impact of Millage Rate - FY 24/25							
Proposed Rate	6.4559						
Prior year tax rate	6.2779						
Homesteaded Properties currently assessed below market value							
<u>2023 - Ponce Inlet Taxes</u>			<u>Proposed 2024- Ponce Inlet Taxes</u>				
Assessed Taxable Value	Minus Homestead	Taxes Paid to Ponce		3% Assessed Increase	Minus \$50,000 Homestead	Taxes Paid to Ponce	<u>Difference</u>
\$1,000,000	\$950,000	\$5,964		\$1,030,000	\$980,000	\$6,327	\$363
\$750,000	\$700,000	\$4,395		\$772,500	\$722,500	\$4,664	\$270
\$500,000	\$450,000	\$2,825		\$515,000	\$465,000	\$3,002	\$177
\$375,000	\$325,000	\$2,040		\$386,250	\$336,250	\$2,171	\$130
\$250,000	\$200,000	\$1,256		\$257,500	\$207,500	\$1,340	\$84
Non-Homesteaded Properties currently assessed at prior year market rate							
<u>2023 - Ponce Inlet Taxes</u>			<u>Proposed 2024 - Ponce Inlet Taxes</u>				
Assessed Taxable Value		Taxes Paid to Ponce		10% Increase (Average Townwide)		Taxes Paid to Ponce	<u>Difference</u>
\$1,000,000		\$6,278		\$1,100,000		\$7,101	\$824
\$750,000		\$4,708		\$825,000		\$5,326	\$618
\$500,000		\$3,139		\$550,000		\$3,551	\$412
\$375,000		\$2,354		\$412,500		\$2,663	\$309
\$250,000		\$1,569		\$275,000		\$1,775	\$206

ATTACHMENT 4

FY 24/25 BUDGET REDUCTIONS (MILLAGE 6.4559)

Department	Original	Revised Amount	Difference	Description	Addition/Reduction
Revenue					
	\$ -	\$ (50,000)	\$ (50,000)	Grant Reimbursement - Adaptation Action Plan	\$ (66,554)
	\$ -	\$ (20,000)	\$ (20,000)	Grant Reimbursement - Community Center Generator	
	\$ (38,451)	\$ (35,005)	\$ 3,446	Transfer from Water Fund (401) 5% IT Dept. Budget	
Legislative					
	\$ 8,900	\$ -	\$ (8,900)	Hosting Volusia League of Cities Dinner	\$ (8,900)
Admin					
	\$ -	\$ 6,750	\$ 6,750	HR General Employee Training	\$ 6,750
Legal					
	\$ 150,000	\$ 200,000	\$ 50,000	General Legal Services	\$ 50,000
IT					
	\$ 14,300	\$ -	\$ (14,300)	Civic Plus software for meeting agenda mgmt.	\$ (67,900)
	\$ 7,000	\$ -	\$ (7,000)	PTP Wireless (Funded in FY23/24)	
	\$ 9,000	\$ -	\$ (9,000)	3 Toughbooks (Funded in FY23/24)	
	\$ 1,800	\$ -	\$ (1,800)	Router for Fire Dept (Funded in FY23/24)	
	\$ 1,800	\$ -	\$ (1,800)	Cisco Firewall (Funded in FY23/24)	
	\$ 5,000	\$ -	\$ (5,000)	WIFI Controller (Funded in FY23/24)	
	\$ 3,000	\$ -	\$ (3,000)	APC Battery for Server Room	
	\$ 15,000	\$ -	\$ (15,000)	Additional outdoor public security camera for parks	
	\$ 11,000	\$ -	\$ (11,000)	Replacement plotter/scanner (keeping current)	
Police					
	\$ 27,000	\$ -	\$ (27,000)	Overtime for Officers manning Public Safety Vessel	\$ (28,033)
	\$ 40,000	\$ -	\$ (40,000)	Public Safety Vessel	
	\$ 13,319	\$ -	\$ (13,319)	Leased Vehicle	
	\$ 15,500	\$ -	\$ (15,500)	Electronic Message board (Funded in FY23/24)	
	\$ -	\$ 47,786	\$ 47,786	Salary Adjustments as a result of negotiations	
	\$ -	\$ 20,000	\$ 20,000	Golf Cart	
Fire					
	\$ -	\$ 66,881	\$ 66,881	Salary Adjustments as a result of negotiations	\$ 46,813
	\$ 13,318	\$ -	\$ (13,318)	Leased Vehicle	
	\$ 15,950	\$ 9,200	\$ (6,750)	Fire Dept Flood Insurance	
Building					
	\$ 13,051	\$ -	\$ (13,051)	Leased Vehicle	\$ (13,051)
Public Works					
	\$ 100,000	\$ -	\$ (100,000)	Stormwater Valve Phase 2	\$ (111,000)
	\$ 11,000	\$ -	\$ (11,000)	Public Works electric gate motors (funded FY23/24)	
Parks					
	\$ 3,000	\$ -	\$ (3,000)	Kayak staging area at boat ramp	\$ (3,000)
Townwide					
	\$ 520,974	\$ 501,355	\$ (19,619)	Townwide General Liability & Workers Comp Ins	\$ (19,619)
Total Reductions					\$ (214,494)

ATTACHMENT 5

Unfunded Requests

The following is a list of needs identified by various departments from earlier this year that are proposed for deferral to a future budget year.

• Design and construction of Public Works parking lot expansion	\$110,000
• Storm drain one-way valves, Phase 2	\$100,000
• Fire Dept. replacement cascade system	\$60,000
• Ponce Preserve gazebo roof replacement (3 of 6)	\$35,000
• 2 additional automatic water line flushers	\$30,000
• Additional 6 security cameras	\$15,000
• Fire Dept. bunker gear dryer	\$15,000
• CivicPlus Agenda & Meeting Mgmt. software	\$14,300
• Kayak staging area at boat ramp	<u>\$3,000</u>
TOTAL	\$382,300

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WHEREAS, Florida law requires the Town Council of the Town of Ponce Inlet, Florida, to pass a resolution or ordinance establishing the final millage rate for levying ad valorem property taxes for municipal purposes on all taxable property within the Town limits of the Town of Ponce Inlet, Florida, for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, Florida law requires said resolution or ordinance to state the millage rate to be levied, and also, to state the percentage by which the millage rate to be levied is above the rolled-back rate as computed pursuant to Florida law; and

WHEREAS, the Town Council of the Town of Ponce Inlet, Florida, has duly considered the budgetary requirements of the Town and is now acting in accordance with the terms, provisions and procedures contained in Section 200.065, Florida Statutes at this duly advertised public hearing.

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

SECTION 1. ADOPTING THE TENTATIVE AD VALOREM PROPERTY TAX **MILLAGE RATE**

The final millage rate for the Fiscal Year commencing on October 1, 2024 through September 30, 2025 is **6.4559 mills**, which equals \$6.4559 per \$1,000 of assessed valuation for the purpose of raising income in the sum of \$8,188,952 at a 95% collection rate.

SECTION 2. PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED IS ABOVE OR BELOW THE ROLLED BACK RATE

The percentage by which this millage rate to be levied is above the rolled-back rate of 5.8037 mills is 11.24%.

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 in no way affects the remaining portions of this Resolution.

SECTION 4. CONFLICTING RESOLUTIONS

All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective immediately upon 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 19th day of September 2024.

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC
Town Clerk

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AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA INCORPORATING THE FINAL AUDITED BUDGET FOR FISCAL YEAR 2022-2023 WHICH BEGAN ON OCTOBER 1, 2022 AND ENDED ON SEPTEMBER 30, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGAN ON OCTOBER 1, 2023 AND ENDS ON SEPTEMBER 30, 2024; ADOPTING THE BUDGET FOR THE FISCAL YEAR 2024-2025 WHICH WILL BEGIN ON OCTOBER 1, 2024 AND ENDS ON SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2022-2023 budget has been incorporated within to correspond exactly to its audit, as presented to the Town Council on April 18, 2024; and

WHEREAS, an end-of-year review of the budget has been completed in consideration of actual revenues and expenditures to date and the anticipated funding needs for the last weeks of the current fiscal year 2023-2024, carrying forward certain projects which will not be completed by fiscal year-end; and

WHEREAS, it has been determined by the Town Council of the Town of Ponce Inlet that the proposed Fiscal Year 2024-2025 budget is necessary to provide essential services for the Town; and

WHEREAS, the Town of Ponce Inlet has met all requirements of the Florida Statutes related to the adoption of a millage rate for the fiscal year.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA:

SECTION 1. INCORPORATING THE FINAL AUDITED BUDGET FOR THE FISCAL YEAR 2022-2023.

The Town's auditors presented a complete financial audit for Fiscal Year 2022-2023 to the Town Council on April 18, 2024, and this final audited budget has been incorporated into the attachment and is hereby approved by the Town Council.

SECTION 2. AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024.

An end-of-year amendment to the budget of Fiscal Year 2023-2024 in the amount and manner set out in the attachment is hereby approved by the Town Council.

SECTION 3. ADOPTING THE BUDGET FOR THE FISCAL YEAR 2024-2025.

The Town budget for the Fiscal Year 2024-2025 for the Town of Ponce Inlet, Florida set forth in the attachment is hereby adopted.

SECTION 4. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Ordinance.

SECTION 5. CONFLICTING ORDINANCES

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective upon adoption.

It was moved by Councilmember Milano and seconded by Councilmember Villanella that said Ordinance be passed on first reading. 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 upon first reading this 4th day of September 2024.

It was moved by Councilmember _____ and seconded by Councilmember _____ that said Ordinance be passed on second reading. 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 and adopted upon second reading this 19th day of September 2024.

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Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

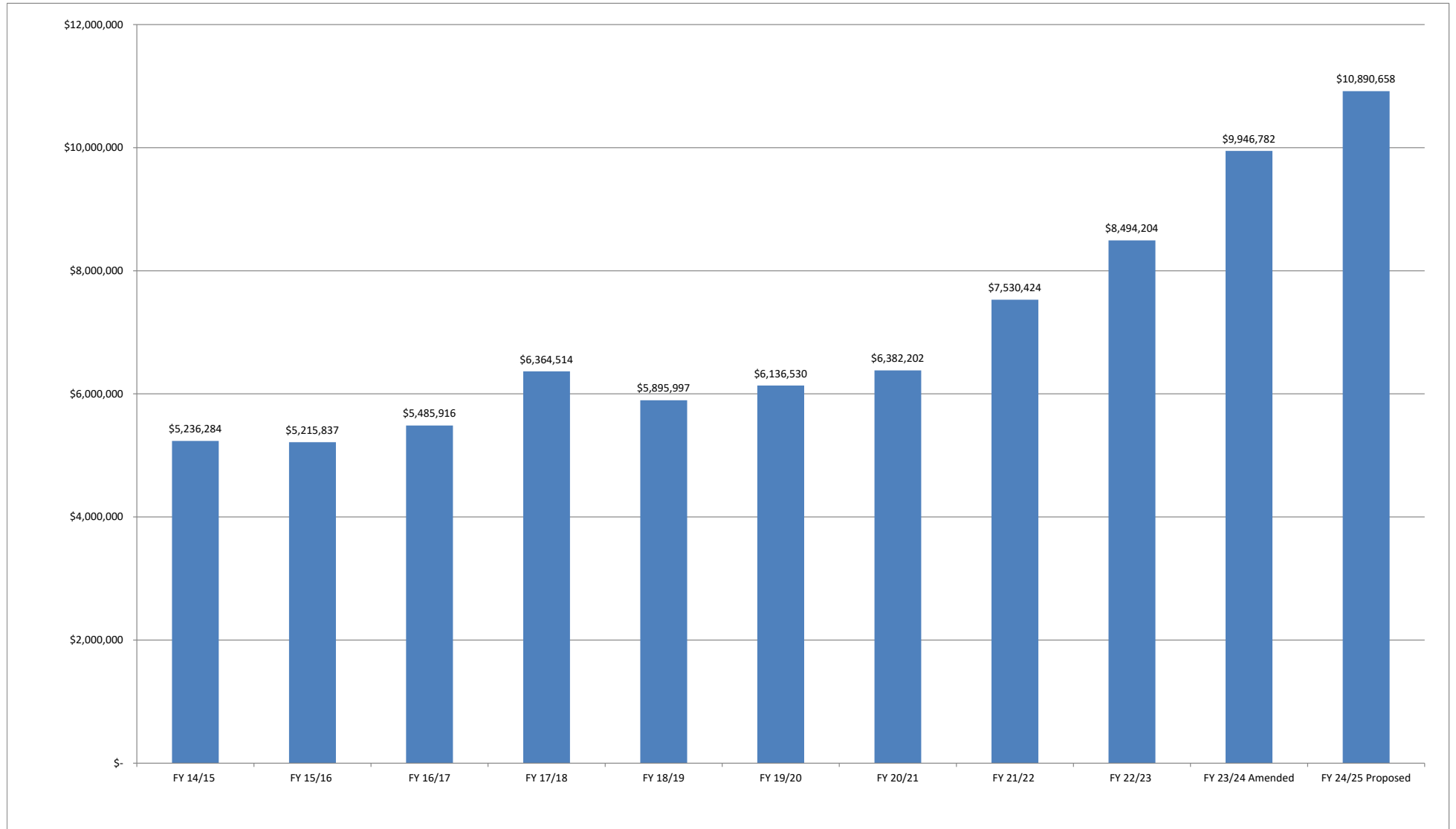
ATTEST:

Kim Cherbano, CMC
Town Clerk

Town of Ponce Inlet Budget Fiscal Year 2024/2025



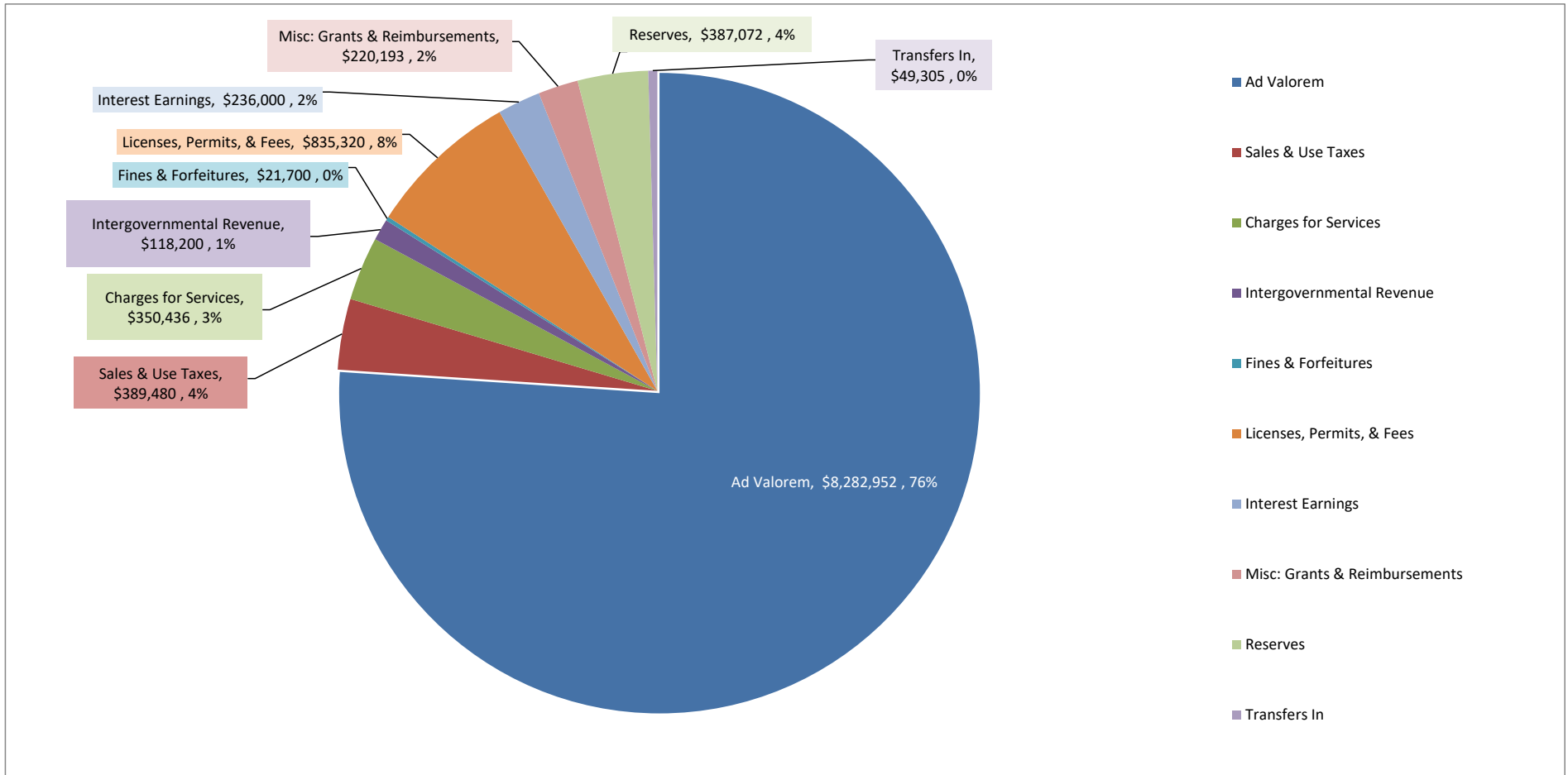
TEN YEAR BUDGET COMPARISON



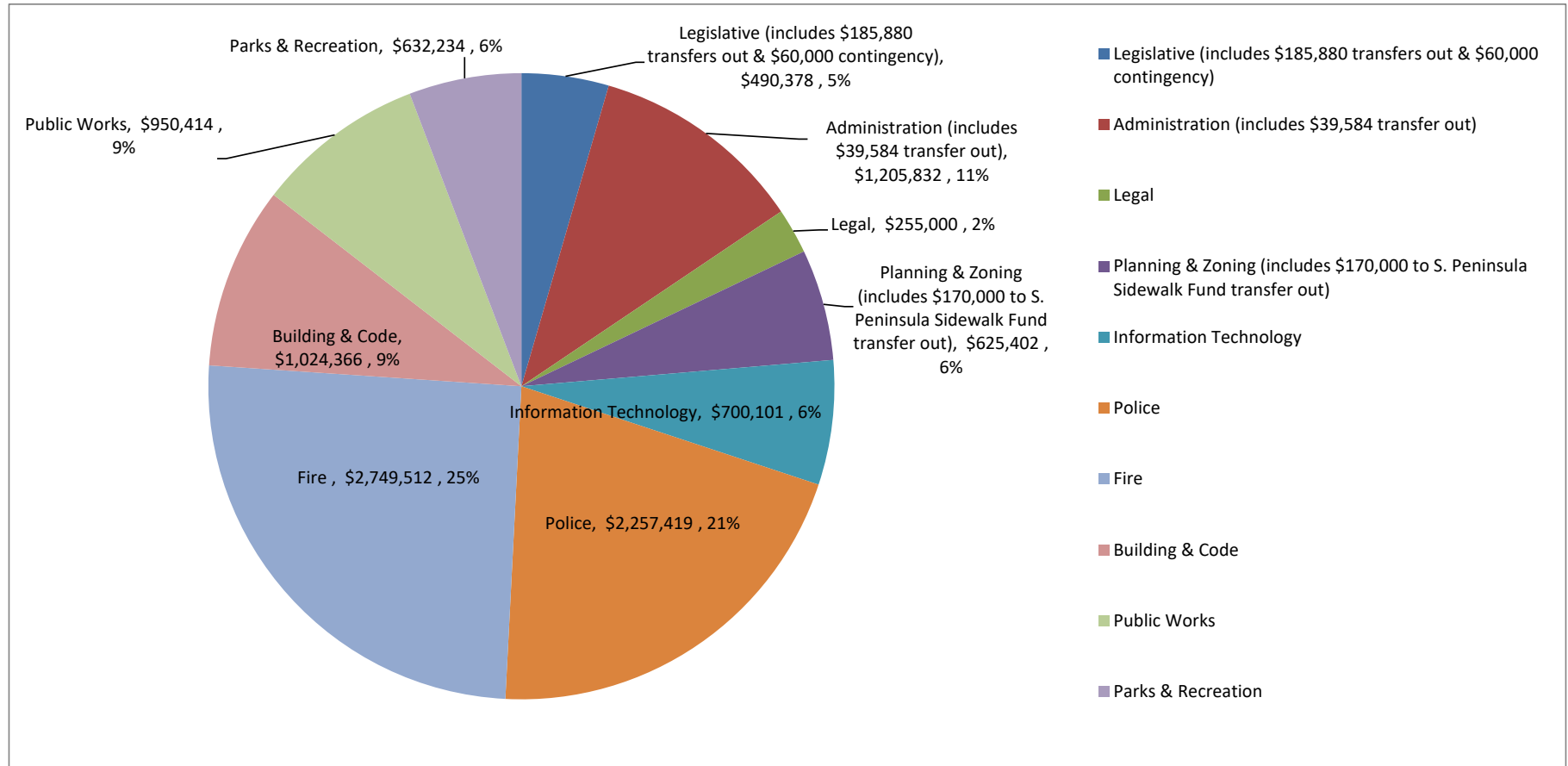
FY 24/25 BUDGET SUMMARY

<u>General Fund:</u>		<u>Revenues</u>	
	Ad Valorem	\$ 8,282,952	76.06%
	Sales & Use Taxes	\$ 389,480	3.58%
	Charges for Services	\$ 350,436	3.22%
	Intergovernmental Revenue	\$ 118,200	1.09%
	Fines & Forfeitures	\$ 21,700	0.20%
	Licenses, Permits, & Fees	\$ 835,320	7.67%
	Interest Earnings	\$ 236,000	2.17%
	Misc: Grants & Reimbursements	\$ 220,193	2.02%
	Reserves	\$ 387,072	3.55%
	Transfers In	\$ 49,305	0.45%
	Total Revenue	\$ 10,890,658	100.00%
		<u>Expenditures</u>	
	Legislative (includes \$185,880 transfers out & \$60,000 contingency)	\$ 490,378	4.50%
	Administration (includes \$39,584 transfer out)	\$ 1,205,832	11.07%
	Legal	\$ 255,000	2.34%
	Planning & Zoning (includes \$170,000 to S. Peninsula Sidewalk Fund transfer out)	\$ 625,402	5.74%
	Information Technology	\$ 700,101	6.43%
	Police	\$ 2,257,419	20.73%
	Fire	\$ 2,749,512	25.25%
	Building & Code	\$ 1,024,366	9.41%
	Public Works	\$ 950,414	8.73%
	Parks & Recreation	\$ 632,234	5.81%
	Total Expenditures	\$ 10,890,658	100.00%
<u>Special Funds:</u>			
	Old Gas Tax	\$ 85,000	
	New Gas Tax	\$ 67,355	
	Donations	\$ 2,700	
	Hurricane Ian	\$ -	
	Disaster Recovery	\$ 25,000	
	Tree Bank	\$ 12,000	
	Sidewalk	\$ 15,000	
	Parks & Recreation	\$ 3,000	
	Community Center	\$ 74,180	
	Historical Museum	\$ 115,500	
	Police Education	\$ 2,000	
	Stormwater Improvements Loan Repayment	\$ 156,586	
	Town Hall Loan Repayment	\$ 327,947	
	Land Acquisition Fund	\$ 643,557	
	Capital Fire Equipment	\$ 210,000	
	Capital Facility Maintenance	\$ -	
	Ponce de Leon Sewer Project	\$ 21,155	
	Economic Impact Fund	\$ 153,400	
	South Peninsula Drive Sidewalk Project	\$ 1,259,197	
	Septic-to-Sewer Phase 1 & 2	\$ 5,227,818	
	Water Operating & Maintenance	\$ 1,912,331	
	Water Renewal & Replacement	\$ 135,900	
	Refuse	\$ 486,300	
	Sewer	\$ 1,178,460	
	Water Expansion	\$ 27,950	
	Water System Improvements Loan Repayment	\$ 62,000	
	Total Special Funds	\$ 12,204,336	

GENERAL FUND REVENUE CHART



GENERAL FUND EXPENDITURE CHART



GENERAL FUND EXPENDITURE CHART

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0000-311-0000	AD VALOREM TAXES	5,661,612	7,301,688	7,301,688	7,301,688	8,188,952	Estimated millage rate of 6.4559 at 95%.
001-0000-311-1000	AD VALOREM-DELINQUENT	83,961	84,000	84,000	94,000	94,000	
001-0000-315-0000	COMMUNICATIONS SERVICE TAX	174,479	179,900	179,900	161,000	161,000	Estimated distribution from State Dept of Revenue
001-0000-316-0000	BUSINESS TAX RECEIPTS	7,887	8,250	8,250	8,250	9,250	Amplified Sound Permit Fees; Business Tax Receipts
001-0000-316-1000	BUSINESS TAX RECEIPTS-PENALTY	25	300	300	180	200	
001-0000-322-0000	BUILDING PERMITS	533,684	360,000	360,000	507,087	360,000	Estimate based upon anticipated return to average post-hurricane permitting levels.
001-0000-323-1000	FRANCHISE FEE - ELECTRIC - FPL	297,212	274,000	274,000	274,000	281,870	Estimate based upon historical receipt
001-0000-323-9000	FRANCHISE FEE - BOAT LIFT	500	500	500	500	500	Sea Love Boat Works
001-0000-329-0000	OTHER PERMITS - SPECIAL EVENTS & GARAGE SALES	290	500	500	500	500	Special events, garage sales, & misc
001-0000-329-1000	OTHER PERMITS - PLANNING & ZONING	9,035	12,730	12,730	5,260	8,000	Estimate based upon various applications: variances; tree removal permits, final site development plan reviews; boat slip allocations; landscape inspections; solicitation permits; zoning map amendments, etc.
001-0000-329-2000	FEES - RENTAL PROPERTY	182,170	168,800	168,800	168,800	174,000	Estimate based upon rental licenses (both short term and long term)
001-0000-329-3000	OTHER PERMITS - USE	1,150	1,500	1,500	950	1,000	Right-of-Way permits
001-0000-334-2000	STATE GRANT - PUBLIC SAFETY	743	2,200	2,200	2,200	2,000	Police Grants: NIJ (National Institute of Justice) Patrick Leahy Grant; BVP Grant.
001-0000-334-2005	STATE GRANT - PLANNING - FDEP	7,300	115,700	115,700	115,700	50,000	Grant reimbursement - Adaptation Action Plan
001-0000-334-2006	STATE GRANT - FDEM	-	-	-	-	20,000	Grant reimbursement - Community Center Generator
001-0000-335-1200	STATE REVENUE SHARING	105,302	110,000	110,000	110,000	113,500	Estimated distribution from State Dept of Revenue. This is comprised of sales taxes & municipal fuel taxes that are collected, allocated, and distributed to local governments. Ponce Inlet's allocation percentage is approximately .017% (based annually on Town's population, sales tax collections, & ability to raise revenue).

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0000-335-1201	STATE REVENUE SHARING-SFRF	2,179	-	-	-	-	
001-0000-335-1500	STATE ALCOHOL BEVERAGE LICENSE TAX	3,377	4,000	4,000	3,475	3,380	Estimate based upon historical receipt
001-0000-335-1800	STATE LOCAL GOVERNMENT HALF-CENT SALES TAX	235,772	240,000	240,000	225,100	225,100	Estimated distribution from State Dept of Revenue
001-0000-335-2100	STATE FIRE SUPP COMP - EDUC	9,468	8,000	8,000	8,000	8,500	State funded to offset expense line item in Fire budget 001-0022-522-1500.
001-0000-335-2200	STATE-OFFSET AD VALOREM REV DUE TO HURRICANE	2,013	-	-	-	-	
001-0000-335-4900	STATE OTHER TRANSPORTATION - FUEL TAX REIMBURSEMENT	3,095	2,800	2,800	2,800	3,000	Estimate based upon 1 yr historical receipt
001-0000-338-0000	COUNTY BUSINESS TAX RECEIPTS	3,085	3,000	3,000	271	-	County eliminated business tax receipts tax effective 1/1/24.
001-0000-342-1000	SERVICE CHARGE - POLICE OVERTIME	2,086	3,000	3,000	2,894	3,000	Outside details & assistance during special events
001-0000-342-1100	LAW ENFORCEMENT - MARINE SCIENCE CENTER	6,500	6,500	6,500	6,500	6,500	Payment per agreement between the Town and the County for security checks at the Marine Science Center
001-0000-342-2000	FIRE PROTECTION - PLAN REVIEW	-	300	300	-	-	Estimate based on anticipated permits for structures with fire alarms and/or fire suppressifon systems that must be reviewed by the Fire Marshall
001-0000-342-5000	FIRE BUSINESS LICENSE FEES	3,900	3,900	3,900	3,900	3,900	Annual Business Tax Receipt Fire Inspections: businesses & condos
001-0000-342-5100	FIRE PROTECTION INSPECTION FEES (RENTALS)	4,350	4,250	4,250	4,250	6,000	Estimate for fire inspections for rental licenses
001-0000-342-5200	RENTAL PROPERTY MAINTENANCE INSPECTION FEES	43,000	42,200	42,200	42,200	44,350	
001-0000-342-6000	AMBULANCE FEES	246,827	238,000	238,000	245,000	255,000	
001-0000-342-9000	OTHER PUBLIC SAFETY CHARGES & FEES	22	150	150	150	150	Reports; Finger prints; Equipment checks;...
001-0000-342-9001	RADON & CERTIFICATION RECOVERY	5,423	6,000	6,000	1,600	1,700	
001-0000-347-2000	SERVICE CHARGE - PAVILLION RENTAL	630	1,000	1,000	420	650	Reservation of pavillions at town parks

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0000-347-4000	SERVICE CHARGE - PUBLIC WORKS OVERTIME	-	225	225	105	200	Assistance during special events
001-0000-349-0000	OTHER CHARGES FOR SERVICE - ADMIN	6,827	7,500	7,500	5,650	7,500	Lien search fees; Records requests; Returned check fees
001-0000-349-2000	OTHER CHARGES FOR SERVICE - LIGHTHOUSE INSURANCE	44,002	59,403	59,403	59,403	64,543	Reimbursement from Lighthouse Association for actual cost of property insurance for all buildings on the lighthouse property
001-0000-351-1000	JUDGMENTS, FINES & FORFEITURES	9,724	11,000	11,000	8,780	10,000	
001-0000-354-0000	FINES - LOCAL ORDINANCE VIOLATION - OTHER	11,250	9,000	9,000	9,000	5,000	Code Enforcement Board fines; Liens collected; Alarm fees; other ord citations from PD
001-0000-354-1000	FINES - LOCAL ORDINANCE VIOLATION - PARKING	6,645	6,500	6,500	6,500	6,700	Parking Citations
001-0000-361-1000	INTEREST	69,146	53,200	53,200	53,200	45,000	
001-0000-361-1100	INTEREST - CD	49,004	45,000	79,498	79,498	100,000	
001-0000-361-3000	NET INC (DEC) IN FAIR VAL - LGIP	87,903	51,124	51,124	103,000	91,000	
001-0000-362-0000	RENTS & ROYALTIES - CELL TOWER	23,185	23,186	23,186	23,186	23,186	Cell tower annual lease (FY 24/25 is the 25 th year of 25-year lease. To be renegotiated); Community Center Lease (\$1).
001-0000-365-0000	SALE OF SURPLUS MAT & SCRAP	25,222	22,935	22,935	22,935	45,000	Sale of surplus equipment
001-0000-366-0000	DONATIONS - GENERAL	2,650	750	750	450	750	Donations for Volunteer Appreciation dinner
001-0000-366-1000	DONATIONS - CHILDREN ACTIVITIES	434	390	390	408	400	Replaces line item in Donation Fund, as these activities are now paid for from General Fund
001-0000-366-2000	PGCS SAFETY IMPROVEMENT INCENTIVE	5,000	5,000	5,000	3,000	5,000	Insurance company's safety equipment reimbursement grant - 50/50 cost share up to maximum \$5,000
001-0000-369-0000	OTHER MISC REVENUE REIMBURSEMENT	9,464	10,700	10,700	12,700	10,000	
001-0000-369-1000	OTHER MISC REVENUES	4,207	600	600	400	500	Misc unanticipated revenues
001-0000-369-2000	OTHER MISC REV - VLC REIMBURSEMENT	-	-	-	-	6,000	
001-0000-369-6000	SUNTRUST CREDIT CARD REBATE	16,962	17,500	17,500	17,500	7,500	

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0000-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	44,282	44,282	44,282	387,072	Carryovers from FY 23/24: Traffic Study - \$3,252; Town Engineer code review for new construction stormwater impacts on existing properties, as requested by Town Council - \$10,000; Design of retention pond excavations - \$2,625; Construction of retention pond excavations - \$38,000; Adaptation Action Plan - \$50,000; Fire Dept. accreditation - \$14,900; Design of stormwater one-way valves - \$6,125.00; Construction of stormwater one-way valves - \$100,000; Community Center generator - \$35,000; Ponce Preserve interpretive signs - \$6,855; Police body cameras - \$2,094; Emergency piling repairs - \$87,694; Town Hall door repairs - \$3,307; Watershed Master Plan - \$3,770; Elevation Certificate review - \$2,700; Community Rating System (CRS) review - \$20,750.
001-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	100,000	-	FY 23/24 fund balance is \$4,190,777; this amount along with other non-restricted monies equate to a total reserve of 193 days (53%), per FY 22/23 audit. The Town requirements: minimum = 25% & maximum = 75%). In FY 23/24, a transfer from GF Hurricane Reserve Account to new Disaster Recovery Fund (108) Reserve Account was completed.
001-0000-382-0000	TRANSFER FROM ENTERPRISE FUNDS	36,500	36,500	36,500	36,500	14,300	Estimated transfer of surplus revenue for admin costs from refuse and from sewer.
001-0000-382-9305	TRANSFER FROM CAPITAL FIRE EQUIPMENT FUND	12,000	-	-	-	-	
001-0000-382-9307	TRANSFER FROM CAPITAL FACILITY MAINTENANCE FUND	17,240	27,900	27,900	27,900	-	
001-0000-382-9401	TRANSFER FROM FUND 401 (WATER)	70,495	71,421	71,421	35,710	35,005	
	TOTAL GENERAL FUND REVENUES	8,144,935	9,687,284	9,721,782	9,946,782	10,890,658	
	TOTAL GENERAL FUND EXPENSES	8,144,935	9,687,284	9,721,782	9,946,782	10,890,658	

**LEGISLATIVE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0011-511-1100	EXECUTIVE SALARIES	60,666	64,308	64,308	64,308	67,524	Mayor, Vice Mayor, and 3 Councilmembers; equal to 5% increase for employees per Res. 2006-01
001-0011-511-2100	FICA	4,641	4,920	4,920	4,920	5,166	
001-0011-511-2400	WORKERS COMPENSATION	1,500	1,518	1,518	1,518	1,808	Department share of Worker's Comp Insurance
001-0011-511-3100	PROFESSIONAL SERVICES	21,808	24,000	24,000	31,500	36,000	Government Affairs consultant funded for 12 months per Council direction.
001-0011-511-3460	CONTRACTUAL - COPIER CHARGES	1,267	-	-	-	-	Moved to IT Budget FY23/24 Forward
001-0011-511-4000	TRAVEL AND PER DIEM	3,088	3,800	3,800	4,800	4,180	Annual FLC conference, VLC meetings, IEMO, Legislative Session. Estimated 3% increase
001-0011-511-4300	UTILITY SERVICES	9,623	9,025	12,022	12,022	12,400	Water & Electric (Approx 3% increase above amended 23/24)
001-0011-511-4500	INSURANCE - GENERAL	55,000	79,948	79,948	79,948	80,800	Department share of general insurance package; Includes LH reimbursible amount.
001-0011-511-4700	PRINTING & BINDING	266	330	330	430	363	Business cards, nameplates, etc. (Estimated 10% increase)
001-0011-511-4800	PROMOTIONAL ACTIVITIES	3,845	5,000	4,177	4,177	5,000	Welcome brochures/magnets; Signage for Town Hall Meetings; Plaques, cards, food/bev for workshops, grand opening provisions, etc.
001-0011-511-4810	PROMOTIONAL ACTIVITIES - BOARD APPRECIATION	4,412	4,950	3,776	3,776	4,450	Volunteer Appreciation Dinner. See corresponding revenue account 001-0000-366-0000
001-0011-511-4830	PROMOTIONAL ACTIVITIES - VLOC DINNER	-	-	-	-	-	
001-0011-511-5100	OFFICE SUPPLIES	825	850	850	1,850	850	Paper for Council packets and other misc supplies
001-0011-511-5200	OPERATING SUPPLIES	463	950	950	950	950	Misc operating expenses
001-0011-511-5250	NON-CAPITAL EQUIPMENT	-	-	-	-	-	
001-0011-511-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	4,148	3,100	3,100	3,100	4,200	Team Volusia, Florida League of Cities, Volusia League of Cities, Vcard, Florida League of Mayors, Amazon Prime
001-0011-511-5500	TRAINING - LEGISLATIVE	999	1,600	1,600	2,000	1,620	Registration costs for FLC conference, IEMO, and other misc conferences and training opportunities for Council & Board members
001-0011-511-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-	-	-	-	
001-0011-511-6400	MACHINERY & EQUIPMENT	-	-	-	-	-	
001-0011-511-8200	HOMELESS ASSISTANCE	14,187	14,187	14,187	14,187	14,187	First Step Homeless Shelter
001-0011-511-8210	DONATION - NEWSLETTER	4,000	4,000	4,000	4,000	4,000	Annual contribution to CFPI for publication of town's newsletter and other information sought by residents, and to ensure website access is available at no cost
001-0011-511-8220	DONATION - MISC REQUESTS	-	1,000	-	-	1,000	Requests pursuant to Resolution 2008-02
001-0011-511-9145	TRANSFER TO COMMUNITY CENTER FUND - 145	25,000	27,372	27,372	27,372	71,680	Includes landscaping (10,000); gutters (8,000).Roof/Ceiling Repair (25,000)
001-0011-511-9146	TRANSFER TO MUSEUM FUND - 146	67,000	68,501	68,501	58,501	114,200	Includes capital assets: museum boardwalk (35,000), replacing fence (19,000).
001-0011-511-9008	TRANSFER TO DISASTER RECOVERY FUND (008)				100,000		This new savings fund is being created in FY 23/24 with an initial transfer of \$100k from the General Fund reserve.
001-0011-511-9900	G/F CONTINGENCY	144,366	60,000	-	-	60,000	\$35,000 Fire Dept Generator & \$22,987.50 Harbour Village Boardwalk contribution.
TOTAL		427,104	379,359	319,359	419,359	490,378	

**ADMINISTRATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0013-513-1100	EXECUTIVE SALARIES	332,364	302,831	330,006	330,006	374,820	4 employees - Town Manager (85%), Finance Director (60%) Human Resources Director/Town Clerk (100%) & Asst. Finance Director (85%)
001-0013-513-1200	REGULAR SALARIES	158,766	227,927	224,262	215,766	271,234	7 employees - Grant Coordinator/Accounting Specialist (80%); Accountant (50%); Utility Billing/Accounting Specialist (25%); Asst. Deputy Clerks (100%) HR Coordinator (100%), Office Specialist (25%)
001-0013-513-1400	OVERTIME	4,543	21,000	10,000	13,500	21,000	Overtime for audio assistant & recording secretary for Council & Board mtgs, Public Information Officer
001-0013-513-1500	INCENTIVE PAY - ACCOUNTING SOFTWARE TRAINING STIPEND	5,000	5,000	5,000	5,000	5,000	Accounting Software Trainer & Liasion
001-0013-513-1501	INCENTIVE PAY - ADA COORDINATOR STIPEND	2,211	2,500	1,827	1,827	2,500	ADA Coordinator designation - now required for agencies of 50+ employees
001-0013-513-2100	FICA	34,356	40,129	42,233	42,233	52,436	
001-0013-513-2200	RETIREMENT	116,668	134,362	134,925	134,925	157,126	General emp 13.63%; Senior mgmt 34.52%
001-0013-513-2301	HEALTH INSURANCE	35,392	46,858	50,592	55,442	66,588	
001-0013-513-2302	DENTAL INSURANCE	884	1,048	1,214	1,289	1,489	
001-0013-513-2303	LIFE AND DISABILITY INSURANCE	2,715	3,587	3,466	3,791	3,872	
001-0013-513-2304	VISION INSURANCE	208	276	331	341	391	
001-0013-513-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	88	108	125	126	154	
001-0013-513-2400	WORKERS' COMPENSATION	2,500	2,530	2,530	2,530	3,020	Department share of Worker's Comp Ins
001-0013-513-3100	PROFESSIONAL SERVICES	23,415	42,400	22,120	20,120	43,900	Grant Consultant as needed, ACA-IRS reporting, Budget Assistance, Physicals, Temp Help, Salary Study - \$28,500
001-0013-513-3200	ACCOUNTING & AUDITING	38,342	43,000	41,875	40,894	44,000	Auditors (75% Admin, 25% Water- \$31,100) OPEB actuarial valuation, Contractual assistance in audit preparations (75% Admin, 25% Water)
001-0013-513-3400	CONTRACTUAL SERVICES - FIRE ALARM	395	400	400	400	400	Fire Alarm Monitoring & Inspection of Town Hall
001-0013-513-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	3,063	3,600	3,600	3,050	3,600	Off-site storage
001-0013-513-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	1,579	2,100	2,100	2,100	2,100	Imaging documents for permanent retention and online availability
001-0013-513-3440	CONTRACTUAL SERVICES - MUNICODE	2,817	6,500	5,500	5,500	7,600	Online availability with monthly ordinance updates & quarterly electronic updates; 1 paper supplement per year
001-0013-513-3460	CONTRACTUAL SERVICES - COPIER	1,672	-	-	-		Moved to IT Budget FY23/24 Forward
001-0013-513-4000	TRAVEL AND PER DIEM	5,397	10,100	7,880	7,580	15,150	Education & training conferences: FACC, FPHR, FGFOA, FCCMA, ICMA, FRMA, FL Legislative Days & VLC meetings
001-0013-513-4020	AUTOMOBILE ALLOWANCE	2,550	5,100	8,220	8,220	11,340	TM 85%, HR Dir 100% & Finance Director 60%
001-0013-513-4200	POSTAGE SERVICES	2,765	2,700	2,700	3,400	3,285	Percentage attributed to specific department
001-0013-513-4300	UTILITY SERVICES	9,629	9,025	12,033	12,033	12,400	Water & Electric (Approx 3% increase above amended 23/24)
001-0013-513-4400	RENTALS AND LEASES	712	400	400	400	400	Postage machine - Percentage attributed to specific department
001-0013-513-4500	INSURANCE - GENERAL	9,000	11,630	11,630	11,630	11,750	Department share of general insurance package

**ADMINISTRATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0013-513-4600	REPAIR AND MAINTENANCE	(6)	-	1,215	1,066	-	
001-0013-513-4700	PRINTING AND BINDING	1,112	1,500	1,500	1,350	1,575	A/P Checks, stationary, business cards, holiday cards, receipt books, leave forms
001-0013-513-4800	PROMOTIONAL ACTIVITIES	1,614	3,500	1,500	1,000	2,000	Longevity Awards, Plaques, cards, food/bev for employee luncheons, outreach
001-0013-513-4900	OTHER CHARGES AND OBLIGATIONS - LEGAL ADS	3,630	8,500	7,000	7,000	7,000	Legal ads
001-0013-513-4930	OTHER CHARGES AND OBLIGATIONS - ELECTION	4,977	7,000	7,000	7,000	7,000	Election expenses
001-0013-513-4950	BANK SERVICE FEES	36	50	50	200	50	
001-0013-513-5100	OFFICE SUPPLIES	2,034	3,517	3,617	3,617	3,943	Misc office supplies
001-0013-513-5200	OPERATING SUPPLIES	4,344	4,800	7,200	8,000	5,000	Misc operating supplies
001-0013-513-5250	NON-CAPITALIZED EQUIPMENT	1,098	2,000	3,727	3,191	2,500	Office Furniture
001-0013-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	4,348	4,600	4,600	4,420	3,900	FCCMA (1), FACC (3); FPHR(1); Safety Council (1); FGFOA (2); IIMC (3); ICMA (1); ASPA (1); News Journal; Volusia FGFOA (2); miscellaneous books
001-0013-513-5500	TRAINING	3,058	5,900	5,900	9,531	15,725	Conference registrations for above, plus local training opportunities for staff - HR General Employee Training - \$6,750.
001-0013-513-5520	TRAINING - TUITION REIMBURSEMENT	515	2,000	200	-	2,000	Tuition reimbursement for staff
001-0013-513-6300	BUILDING IMPROVEMENTS	-	-				
001-0013-513-6400	MACHINERY AND EQUIPMENT	-					
001-0013-513-9121	TRANSFER TO DEBT SERVICE - SRF 201	39,584	39,584	39,584	39,584	39,584	Telecommunications tax (\$16,400), cell tower lease (\$23,184)
	TOTALS	863,375	1,008,062	1,008,062	1,008,062	1,205,832	

**LEGAL
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0014-514-3100	LEGAL SERVICES - GENERAL	170,283	200,000	200,000	200,000	195,000	General Representation & Litigation
001-0014-514-3110	LEGAL SERVICES - CODE ENFORCEMENT	3,314	5,000	5,000	5,000	10,000	Code Enforcement Board Attorney
001-0014-514-3120	LEGAL SERVICES - LABOR	103,475	85,000	85,000	85,000	50,000	Employment Law Attorney
	TOTAL	277,072	290,000	290,000	290,000	255,000	

**PLANNING AND ZONING
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0015-515-1100	EXECUTIVE SALARIES	81,594	135,616	109,479	130,514	143,707	Planning & Development Director - 50% (split with Building dept); Principal Planner - 100%
001-0015-515-1200	REGULAR SALARIES	68,692	80,080	91,796	54,211	88,350	Senior Planner
001-0015-515-1400	OT	104	-				
001-0015-515-1500	INCENTIVE PAY - GIS STIPEND	-					
001-0015-515-2100	FICA	11,531	16,650	12,196	12,196	17,902	
001-0015-515-2200	RETIREMENT	22,018	40,792	27,990	27,990	43,073	General emp 13.63%; Senior mgmt 34.52%
001-0015-515-2301	HEALTH INSURANCE	12,393	20,552	14,435	14,435	20,552	
001-0015-515-2302	DENTAL INSURANCE	296	459	334	334	459	
001-0015-515-2303	LIFE AND DISABILITY INSURANCE	1,088	1,716	1,234	1,234	1,495	
001-0015-515-2304	VISION INSURANCE	113	121	88	88	121	
001-0015-515-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	36	48	35	35	47	
001-0015-515-2400	WORKERS' COMP	2,000	2,025	2,025	2,025	2,420	Department share of Worker's Comp Ins
001-0015-515-3100	PROFESSIONAL SERVICES	17,615	13,252	74,252	78,252	63,252	Engineering for review of town projects and development applicatons \$10,000; Planning for Resilience - Adaption Action Plan \$50,000 Carryforward, Lassiter Traffic Study; \$3,252 Carryforward
001-0015-515-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	2,656	2,300	2,300	2,300	2,300	Off-site storage
001-0015-515-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	606	1,100	1,100	1,100	1,100	Imaging documents for permanent retention
001-0015-515-3460	CONTRACTUAL SERVICES - COPIER	1,266	-	-	-		Move to IT Budget FY23/24 forward
001-0015-515-4000	TRAVEL AND PER DIEM	2,490	8,425	6,925	4,125	9,265	Planning and permitting conference travel for Town Manager, Director, and planning staff
001-0015-515-4020	AUTO ALLOWANCE	1,125	1,950	1,950	1,950	1,950	Director -50% (split with Building dept)
001-0015-515-4200	POSTAGE SERVICES	924	920	920	1,470	1,150	Percentage attributed to specific department
001-0015-515-4300	UTILITY SERVICES	9,629	9,025	12,033	12,033	12,400	Water & Electric (Approx 3% increase above amended 23/24)
001-0015-515-4400	RENTALS & LEASES	151	130	130	130	130	Portion of postage machine rental
001-0015-515-4500	INSURANCE - GENERAL	7,000	10,175	10,175	10,175	10,450	Department share of general insurance package
001-0015-515-4600	REPAIR & MAINTENANCE	-	300	-	800	300	Repair misc office equipment
001-0015-515-4700	PRINTING AND BINDING	135	750	4,020	4,020	750	Office forms, business cards, letterhead, certificates, brochures, plans,...
001-0015-515-4900	OTHER CHARGES AND OBLIGATIONS	7,862	3,500	3,500	3,500	3,500	Cost of legal publications in News-Journal for LUDC and small scale comprehensive plan notices, variances, recording fees, commercial development and advertisement of open employee positions
001-0015-515-4950	BANK SERVICE FEES	2,168	1,400	1,400	16,400	14,060	On-line Payments
001-0015-515-5100	OFFICE SUPPLIES	1,939	2,000	2,100	2,600	2,000	Supplies for office (paper, toner, binders, folders, pens, etc.)
001-0015-515-5200	OPERATING SUPPLIES	433	1,250	1,250	1,750	1,250	Official uniform shirts, name tags and field supplies \$750; community outreach and educational supplies \$500
001-0015-515-5250	NON-CAPITAL EQUIPMENT	177	750	3,750	3,750	750	Misc non-capital purchases
001-0015-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	2,710	4,300	4,300	4,300	5,395	APA members (4) \$3,005; FPZA Memberships (4) \$300; Municode multiple code search (MuniPro) \$495 and Congress for New Urbanism (4) \$500
001-0015-515-5500	TRAINING	490	5,800	4,300	2,300	7,274	Planning conference registration for Town Manager, Director, and planning staff; planning board member training; GIS and permitting seminars; professional development classes
001-0015-515-6200	BUILDING IMPROVEMENTS	-					
001-0015-515-9311	TRANSFER TO SOUTH PENINSULA DRIVE SIDEWALK FUND - 311		150,000	184,498	184,498	170,000	Transfer to S. Peninsula Sidewalk Fund
	TOTALS	259,241	515,386	578,515	578,515	625,402	

**INFORMATION TECHNOLOGY
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0016-516-1100	EXECUTIVE SALARIES	92,331	92,281	92,281	92,281	94,361	IT Director
001-0016-516-1200	REGULAR SALARIES	41,464	58,760	60,755	58,760	60,840	IT Technician
001-0016-516-1400	OVERTIME	102	1,280	645	645	658	
001-0016-516-1500	INCENTIVE PAY - IT STIPEND	10,000	10,000	12,500	12,500	12,500	Stipends for additional responsibilities regarding IT and also for website maintenance.
001-0016-516-2100	FICA	11,302	12,201	12,392	12,392	12,711	
001-0016-516-2200	RETIREMENT	18,098	20,739	20,946	20,946	21,691	General emp 13.63%
001-0016-516-2301	HEALTH INSURANCE	10,664	16,441	12,315	16,835	16,441	
001-0016-516-2302	DENTAL INSURANCE	247	368	274	352	368	
001-0016-516-2303	LIFE AND DISABILITY INSURANCE	1,030	1,210	1,197	1,297	1,186	
001-0016-516-2304	VISION INSURANCE	65	97	72	95	96	
001-0016-516-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	32	38	38	38	38	
001-0016-516-2400	WORKERS COMP	1,300	1,316	1,316	1,316	1,570	Department share of Worker's Comp Ins
001-0016-516-3100	PROFESSIONAL SERVICES	12,074	9,000	11,500	18,640	11,000	Firewall/Networking consultation/support; Physical security/cabling consultation/support
001-0016-516-3110	PROFESSIONAL SERVICES - GIS	14,787	16,635	8,635	8,545	9,000	GIS Consulting
001-0016-516-3150	PROFESSIONAL SERVICES - EDR		-				
001-0016-516-3450	CONTRACTUAL SERVICES - COMPUTER	152,407	226,925	221,950	221,350	219,060	All contractual computer and network services for all department needs
001-0016-516-3455	CONTRACTUAL SERVICES - AXON	4,808	11,455	18,755	18,755	12,200	Taser and Body Camera software and storage
001-0016-516-4000	TRAVEL AND PER DIEM	1,340	1,710	1,710	10	1,900	IT Conferences and VLOC Events
001-0016-516-4020	AUTOMOBILE ALLOWANCE	6,750	7,800	7,800	7,800	7,800	IT Director & IT Technician
001-0016-516-4100	COMMUNICATION SERVICES - PHONE / INTERNET	52,381	60,000	60,000	57,000	62,280	Current network & telephone connection between Town Hall. Fire Dept, Public Works and Museum using fiber optic network, internet cable modem, and back-up satellite service.
001-0016-516-4110	COMMUNICATION SERVICES - CELL PHONES	13,692	12,250	12,250	15,250	13,500	Town issued cell phones and employee stipends
001-0016-516-4150	COMMUNICATION SERVICES - MOBILE DATA	12,622	16,000	16,000	16,000	17,400	Wireless data used in town computers and devices for public safety and other field data connectivity. This includes built in and stand alone data devices
001-0016-516-4500	INSURANCE - GENERAL	10,000	14,536	14,536	14,536	14,851	Department share of general insurance package
001-0016-516-4640	REPAIR AND MAINTENANCE - RADIOS	7,200	-	-	-	-	Budgeted in departmental budgets beginning 23/24
001-0016-516-4650	REPAIR AND MAINTENANCE - COMPUTERS	1,019	9,600	7,100	7,100	5,750	Maintenance for town network and misc computer repairs and door controllers

**INFORMATION TECHNOLOGY
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0016-516-4900	OTHER CHARGES & OBLIGATIONS	48	-			-	
001-0016-516-5100	OFFICE SUPPLIES	-	200	200	200	200	Office supplies
001-0016-516-5200	OPERATING SUPPLIES	5,442	3,160	3,160	3,160	3,000	General operating supplies related to IT function - ethernet cables, tools, canned air, adapters, etc.
001-0016-516-5250	NON-CAPITAL EQUIPMENT	44,040	64,500	67,500	62,660	52,800	Replacements of computers, network infrastructure, and other IT equipment
001-0016-516-5255	NON-CAPITAL EQUIPMENT - AXON	9,384	10,235	12,910	12,910	12,200	Body Cameras and Taser Equipment
001-0016-516-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	10,600	1,920	1,920	1,920	2,000	FLGISA Membership, Azure Subscription, Microsoft action pack subscription
001-0016-516-5500	TRAINING	14,067	33,550	33,550	30,914	32,700	KnowB4, Tyler and Energov Training
001-0016-516-6450	MACHINERY AND EQUIPMENT - TECHNOLOGY	41,175	-			-	
	TOTALS	600,471	714,207	714,207	714,207	700,101	

**POLICE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0021-521-1100	EXECUTIVE SALARIES	217,544	219,051	219,051	219,051	223,421	Police Chief & Police Lieutenant
001-0021-521-1200	REGULAR SALARIES	653,397	766,537	764,746	766,595	887,554	13 Police Officers, 1 Office Manager, & 1 Office Specialist
001-0021-521-1210	REGULAR SALARIES - BUILT-IN ADDITIONAL HOURS	22,858	27,880	28,675	28,675	35,602	Includes funds/hours necessary to provide 2 patrol officers per shift. Also provides for an overlap/swing shift to enhance police presence during busier times or to cover shift vacancies.
001-0021-521-1400	OVERTIME	66,210	45,000	45,000	55,500	56,400	Includes personal leave coverage, special events, court/depositions; training; late calls/investigations; misc
001-0021-521-1402	OVERTIME - PD BILLABLE	1,635	4,900	4,900	4,900	4,900	Outside details and paid assistance during special events
001-0021-521-1500	INCENTIVE PAY - EDUC/TRAIN CERT	11,238	12,000	12,000	12,000	13,440	Educational credits as mandated by FDLE
001-0021-521-1501	ACCREDITATION	-	-	-	-	-	
001-0021-521-1505	FIREARMS TRAINER	1,616	2,000	2,000	2,000	2,000	\$1,000 each for 2 designated officers
001-0021-521-1520	UNIFORM ALLOWANCE	3,981	5,100	4,800	4,800	5,100	Paid to employee to offset dry-cleaning
001-0021-521-2100	FICA	74,971	84,409	84,140	84,140	97,592	
001-0021-521-2200	RETIREMENT	269,692	337,030	334,254	334,254	392,258	General emp 13.63%; Special risk 32.79%
001-0021-521-2301	HEALTH INSURANCE	108,777	131,633	140,575	117,576	139,752	
001-0021-521-2302	DENTAL INSURANCE	2,660	2,942	2,523	2,523	3,124	
001-0021-521-2303	LIFE AND DISABILITY INSURANCE	6,008	7,247	6,547	6,547	6,785	
001-0021-521-2304	VISION INSURANCE	716	776	697	697	820	
001-0021-521-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	277	303	300	300	322	
001-0021-521-2400	WORKERS COMP	22,000	22,270	22,270	22,270	26,590	Department share of Worker's Comp Ins
001-0021-521-2500	UNEMPLOYMENT	-	-	-	-	-	
001-0021-521-3100	PROFESSIONAL SERVICES	1,255	3,000	4,500	4,500	5,000	New employee start-up costs, Promotional Exams, Misc add'l testing for animal bites, blood exposures, etc.
001-0021-521-3400	CONTRACTUAL SERVICES - FIRE ALARM	595	900	900	900	1,200	Fire Alarm monitoring & inspection of PD
001-0021-521-3450	CONTRACTUAL SERVICES - BODY WORN CAMERAS	-	-	516	516	1,032	Body Worn Camera licenses Year 2 of 3, Carryforward for Body Worn Camera License Year 1 (\$516)
001-0021-521-3460	CONTRACTUAL SERVICES - COPIER	724	-	-	-	-	
001-0021-521-3480	CONTRACTUAL SERVICES - ENTERPRISE	123	1,025	1,025	1,025	864	Fleet Maintenance Fee - Enterprise
001-0021-521-4000	TRAVEL AND PER DIEM	7,984	13,000	13,000	11,000	13,000	FPCA Winter & Summer Conferences, Accreditation Conf (3 conf/2 employees), VLOC events, CJIS Conf, Leadership classes, other misc officer & civilian training opportunities.
001-0021-521-4020	AUTO ALLOWANCE LAW ENFORCEMENT INCENTIVE	18,750	23,400	24,375	24,375	25,350	\$1,950 per year for 12 police officers

**POLICE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0021-521-4200	POSTAGE	1,296	1,050	1,050	1,550	1,865	Percentage attributed to specific department, increased postage for shipping Noise Meter, Intoxilyzer and misc packages
001-0021-521-4300	UTILITY SERVICES	5,998	6,150	6,150	6,150	6,150	Water & Electric
001-0021-521-4400	RENTALS AND LEASES	111	36,790	36,790	24,325	49,170	Portion of postage machine rental \$150 - 4 Leased Vehicles \$49,020.00
001-0021-521-4450	RENTALS & LEASES - CODE RED	2,663	2,700	2,929	2,929	2,892	Split between PD & FD
001-0021-521-4500	INSURANCE - GENERAL	57,410	83,451	83,451	83,451	84,275	Department share of general insurance package
001-0021-521-4600	REPAIR & MAINTENANCE	45	1,000	1,000	1,000	1,500	Misc. equipment repairs, intoxilyzer repairs
001-0021-521-4610	REPAIR AND MAINTENANCE - VEHICLES	17,974	23,050	23,050	25,050	18,000	Fleet Repairs & Maintenance, speedometer and radar calibrations
001-0021-521-4640	RADIO - REPAIR & MAINTENANCE	-	2,875	1,500	1,500	1,500	Radio maintenance agreement, misc radio repairs
001-0021-521-4700	PRINTING AND BINDING	583	1,000	1,000	1,000	1,000	Warning citations; business cards; parking citations; letterhead; misc forms
001-0021-521-4900	OTHER CHARGES AND OBLIGATIONS	6,932	6,000	5,000	5,000	5,000	Crime scene cost, background costs, Ponce Partners, birthday/retirement food, humane society for strays, ads, other misc charges
001-0021-521-5100	OFFICE SUPPLIES	807	1,500	1,000	1,000	1,500	Misc office supplies
001-0021-521-5200	OPERATING SUPPLIES	6,115	8,000	8,000	8,000	8,000	Ammunition, Extra ammo firearms training, batteries, breakroom & carwash supplies, instruction supplies, intoxilyzer solutions, lubricants, lab supplies, range supplies, etc.
001-0021-521-5210	FUEL	34,439	39,600	39,600	39,600	39,600	
001-0021-521-5220	UNIFORMS	6,466	10,000	7,271	7,271	10,000	Uniforms for sworn & reserve personnel, civilian personnel & citizens watch personnel. Leather gear, hats, jackets, bike & boat uniforms, badges, insignias, patches
001-0021-521-5240	ANIMAL CONTROL	-	500	1,000	1,000	1,000	Supplies & Equip; Co-pay for County spay/neuter
001-0021-521-5250	NON-CAPITAL EQUIPMENT	6,112	42,650	42,134	47,134	54,361	New & Replacement ballistic vests, amorer supplies, new handguns, rifles, tasers, body worn cameras, Redman Training suit, vehicle electronic equipment & graphics for new patrol vehicle, e-bike, 6 new conference chairs to replace 16 year old chairs and desks; Carryover body worn cameras \$1,578
001-0021-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,162	1,500	2,500	2,500	1,500	FPCA, VCPA, FL Accreditation Commission, Police Executive Research Forum, Florida PAC, Notary Renewals, training materials
001-0021-521-5500	TRAINING	4,085	6,000	4,000	4,000	6,000	Police Chiefs Conferences, Accreditation conferences, CJIS Conference, Staff Training requests
001-0021-521-5520	TRAINING - TUITION REIMBURSEMENT	-	2,000	2,000	2,050	2,000	Reimbursement for continuing education
001-0021-521-6400	MACHINERY AND EQUIPMENT	-	-	-	17,565	-	
001-0021-521-6470	MACHINERY AND EQUIPMENT- VEHICLES	47,799	-	-	-	20,000	Golf Cart
	TOTALS	1,693,008	1,986,219	1,986,219	1,986,219	2,257,419	

**FIRE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0022-522-1100	EXECUTIVE SALARIES	187,870	218,653	203,330	203,330	215,126	Fire Chief & Deputy Chief
001-0022-522-1200	SALARIES	702,109	769,020	771,902	741,494	892,863	15 Firefighter EMTs/Paramedics & 1 Office Manager
001-0022-522-1201	COMP TIME BUY-BACK		11,066	11,066	11,066	11,066	
001-0022-522-1205	RESCUE PAY		52,560	52,560	52,560	52,560	
001-0022-522-1210	REGULAR SALARIES - BUILT-IN ADDITIONAL HOURS	67,357	62,386	60,063	60,063	71,062	Additional funds necessary to meet minimum number of hours per two-week pay period.
001-0022-522-1400	OVERTIME	94,544	115,000	135,000	167,000	130,000	Shift coverages to maintain 24/7 operations
001-0022-522-1410	OVERTIME - TRAINING	7,020	8,000	8,000	8,000	8,000	Covers all regional Fire training as well as required EMS recertification
001-0022-522-1500	INCENTIVE PAY - EDUC/TRAIN CERT	12,145	11,820	8,054	8,054	7,800	Reimbursed by State- see corresponding revenue account 1- 335.2000
001-0022-522-1505	INCENTIVE PAY - PUMP OPERATOR CERT	5,400	6,900	7,638	7,638	7,200	\$600 per designated employee for pump operator certification
001-0022-522-1510	INCENTIVE PAY - PARAMEDIC STIPEND	55,776	66,976	55,029	55,029	96,096	\$8,736 per designated employee for Paramedic certification (11 total personnel)
001-0022-522-1516	FIRE MARSHALL / INSPECTOR	6,635	5,000	-	-	5,000	
001-0022-522-1520	UNIFORM ALLOWANCE	4,143	4,650	4,527	4,527	5,100	\$300 per FF/yr for dry cleaning
001-0022-522-2100	FICA	86,300	103,457	100,003	100,003	116,416	
001-0022-522-2200	RETIREMENT	311,870	415,378	417,660	391,544	523,464	General emp 13.63%; Special risk 32.79%
001-0022-522-2301	HEALTH INSURANCE	104,589	135,794	115,796	135,794	147,972	
001-0022-522-2302	DENTAL INSURANCE	2,504	3,032	2,721	2,721	3,308	
001-0022-522-2303	LIFE AND DISABILITY INSURANCE	5,311	6,766	6,663	6,663	7,120	
001-0022-522-2304	VISION INSURANCE	707	800	720	720	868	
001-0022-522-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	280	313	311	311	341	
001-0022-522-2400	WORKERS COMPENSATION	40,987	41,490	41,490	41,490	49,540	Department share of Worker's Comp Ins
001-0022-522-2500	UNEMPLOYMENT	-	-	-	-	-	
001-0022-522-3100	PROFESSIONAL SERVICES	-	-	1,500	1,500	-	
001-0022-522-3400	CONTRACTUAL SERVICES - FIRE ALARM	395	400	400	400	400	Fire alarm monitoring service
001-0022-522-3401	CONTRACTUAL SERVICES - MEDICAL	7,701	7,500	10,000	10,000	9,500	Waste pick ups, oxygen, cardiac monitor maintenance
001-0022-522-3403	CONTRACTUAL SERVICES - PROMOTIONAL SERVICE	-	-	4,990	4,990	-	
001-0022-522-3410	CONTRACTUAL SERVICES - ACCREDITATION	28,471	44,700	44,700	44,700	14,900	Accreditation Services Carryforward
001-0022-522-3420	CONTRACTUAL SERVICES - EQUIPMENT	9,123	9,000	9,000	9,000	12,000	Air pack maintenance, SCBA fit testing, ladder, pump, compressor, stairchair, stretcher maintenance
001-0022-522-3460	CONTRACTUAL SERVICES - COPIER	344	-	-	-	-	Moved to IT Budget for FY23/24 Forward
001-0022-522-3480	CONTRACTUAL SERVICES - ENTERPRISE	31	225	225	350	435	Fleet Maintenance Fee - Enterprise
001-0022-522-4000	TRAVEL AND PER DIEM	1,757	3,000	2,900	2,200	6,400	Fire Chiefs conference, PIO conference, VLC events, Chamber Events , PIO Training FBI/Leeds
001-0022-522-4200	POSTAGE SERVICES	1,227	1,050	1,050	1,200	2,415	Percentage attributed to specific department, postage to mail packages
001-0022-522-4300	UTILITY SERVICES	18,805	23,800	23,800	23,800	19,400	Water & Electric
001-0022-522-4400	RENTALS AND LEASES	41	13,846	9,581	9,581	15,770	Portion of postage machine rental \$150, 1 Leased Vehicle, \$15,620

**FIRE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0022-522-4450	RENTALS & LEASES - CODE RED	2,662	2,700	2,929	2,929	2,892	Split between PD & FD
001-0022-522-4500	INSURANCE - GENERAL	47,988	66,865	66,865	68,366	67,600	Department share of general insurance package
001-0022-522-4501	INSURANCE - FLOOD	14,229	14,500	14,500	13,700	9,200	Flood insurance for 2 structures on this property
001-0022-522-4600	REPAIR & MAINTENANCE	1,143	2,000	2,000	2,500	2,000	Maint of mech tools & equip - small engines, chain saws, extrication tool, gas monitor, & thermal imager.
001-0022-522-4610	REPAIR & MAINTENANCE - VEHICLE	35,468	30,000	45,258	45,258	42,098	Preventative maintenance and repair for all department vehicles.
001-0022-522-4640	RADIO- REPAIR & MAINTENANCE	-	-	2,648	2,648	2,800	Annual maintenance fee, misc repairs for radios
001-0022-522-4700	PRINTING & BINDING	584	500	500	750	600	Care cards & post cards for transports, business cards, name plates
001-0022-522-4900	OTHER CHARGES & OBLIGATIONS	3,469	2,500	4,400	7,200	4,100	New employee physicals, advertising, recertifications, annual crew physicals
001-0022-522-5100	OFFICE SUPPLIES	945	1,500	1,500	1,500	1,600	General office supplies
001-0022-522-5200	OPERATING SUPPLIES	8,412	8,000	6,553	7,903	8,000	Cleaning supplies, batteries, general maintenance supplies
001-0022-522-5210	FUEL	16,678	21,300	21,300	21,300	21,300	
001-0022-522-5220	UNIFORMS	11,154	11,000	13,757	17,457	16,000	New and replacement official uniforms and clothing for 18 employees.
001-0022-522-5225	UNIFORMS - BUNKER GEAR	17,228	6,000	18,243	18,243	15,000	3 sets replacement, additional funds for repairs
001-0022-522-5230	OPERATING SUPPLIES - MEDICAL	20,834	21,000	23,000	23,000	23,000	Medical operating supplies
001-0022-522-5250	NON-CAPITAL EQUIPMENT	7,891	7,000	16,265	15,665	11,500	Replacement nozzles and appliances for engine, lighthouse rescue basket, lights & graphics for DC leased vehicle
001-0022-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	8,993	7,000	8,550	8,900	9,700	VFCA, FFCA, NFPA, Inspector, Target Solutions, Check it inventory, scheduling program, notary renewal, Handtevy pediatric platform
001-0022-522-5500	TRAINING	4,303	5,500	3,500	3,500	6,000	Video based training aid, PIO conference & training, Florida Fire Chiefs conference, Staff Training Requests
001-0022-522-5520	TRAINING - TUITION REIMBURSEMENT	3,465	4,500	4,500	4,500	4,000	College tuition for FD employees
001-0022-522-6200	BUILDING IMPROVEMENTS	-	39,000	26,500	22,400		
001-0022-522-6400	MACHINERY AND EQUIPMENT	10,989	-	-	-	70,000	Replacement fire hose (29,000), power stretcher (41,000)
001-0022-522-6470	MACHINERY AND EQUIPMENT- VEHICLES	-	-	-	-		
001-0022-522-9305	TRANSFER TO CAPITAL FIRE EQUIP FUND - 305	100,000	-	-	-	-	
TOTALS		2,079,877	2,393,447	2,393,447	2,393,447	2,749,512	

**BUILDING AND CODE ENFORCEMENT
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0024-524-1100	EXECUTIVE SALARIES	23,334	53,539	43,413	37,413	53,539	Planning & Development Director - 50% (split with P&Z)
001-0024-524-1150	EXECUTIVE SALARIES - BUILDING	94,133	105,941	104,828	104,828	108,021	Chief Building Official (Floodplain Manager incorporated into this position)
001-0024-524-1200	REGULAR SALARIES	135,571	149,525	152,089	144,589	160,431	Code Compliance Manager; Rental Property Maintenance & Housing Inspector; Administrative Assistant
001-0024-524-1250	REGULAR SALARIES - BUILDING	195,772	213,861	209,245	205,645	226,385	Building Inspector; Office Manager; 2 Permit Technicians
001-0024-524-1400	OVERTIME	-	1,500	1,000	600	1,500	Estimated overtime for Code Enforcement personnel
001-0024-524-1450	OVERTIME - BUILDING	9,887	3,000	15,000	13,900	10,000	Estimated overtime for Building personnel
001-0024-524-1500	INCENTIVE PAY - ENERGOV TRAINING MANAGER STIPEND	5,000	5,000	5,000	5,000	5,000	
001-0024-524-1505	BLDG/MECH INSPECTOR	-	-	2,500	2,500	5,000	
001-0024-524-1515	INCENTIVE PAY -ASSISTANT TO FLOODPLAIN MANAGER STIPEND	15,385	5,000	5,000	5,000	5,000	
001-0024-524-1516	FIRE INSPECTOR	-	-	5,000	5,000	5,000	
001-0024-524-2100	FICA	12,493	15,684	15,679	15,679	17,283	
001-0024-524-2150	FICA - BUILDING	23,013	25,574	26,016	26,016	27,227	
001-0024-524-2200	RETIREMENT	30,220	39,065	34,169	34,169	45,788	General emp 13.63%; Senior mgmt 34.52%
001-0024-524-2250	RETIREMENT - BUILDING	44,667	68,030	68,147	68,147	71,531	General emp 13.63%
001-0024-524-2301	HEALTH INSURANCE	26,590	28,772	28,063	25,768	28,772	
001-0024-524-2302	DENTAL INSURANCE	160	643	-	-	643	
001-0024-524-2303	LIFE AND DISABILITY INSURANCE	1,512	1,522	1,457	1,457	1,459	
001-0024-524-2304	VISION INSURANCE	88	170	170	165	169	
001-0024-524-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	50	66	66	66	66	
001-0024-524-2351	HEALTH INSURANCE - BUILDING	36,292	41,103	39,696	41,991	41,103	
001-0024-524-2352	DENTAL INSURANCE - BUILDING	1,170	919	1,419	1,419	919	
001-0024-524-2353	LIFE AND DISABILITY INSURANCE - BUILDING	1,820	2,199	2,170	2,170	2,140	
001-0024-524-2354	VISION INSURANCE - BUILDING	276	242	284	289	241	
001-0024-524-2355	EMPLOYEE ASSISTANCE PLAN (EAP) - BUILDING	104	95	100	100	95	
001-0024-524-2400	WORKERS COMP	650	658	658	658	785	Department share of Worker's Comp Ins
001-0024-524-2450	WORKERS' COMP - BUILDING	2,000	2,025	2,025	2,025	2,420	Department share of Worker's Comp Ins
001-0024-524-2550	UNEMPLOYMENT - BUILDING	-					

**BUILDING AND CODE ENFORCEMENT
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0024-524-3100	PROFESSIONAL SERVICES	112,140	79,695	74,696	74,696	65,520	CRS consultant \$10,000; Annual Elevation Certificate Review \$3,300; Town Engineer services \$10,000, Investigative services for Code Enforcement \$5,000, CRS Project carryforward \$20,750, New Construction Stormwater impacts on existing properties, as requested by Town Council Carryforward \$10,000, EC Review carryforward \$2,700, Watershed Master Plan carryforward \$3,770
001-0024-524-3400	CONTRACTUAL SERVICES - BLDG INSP	11,400	7,000	14,999	21,999	10,000	Building Inspections services provided by Universal Engineering Services Inspector for coverage as needed; temp permit tech assistance if needed.
001-0024-524-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	2,401	2,300	2,300	2,300	2,300	Off-site storage
001-0024-524-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	606	1,100	1,100	1,100	1,100	Scanning of files for records management and maintenance of existing scanned files
001-0024-524-3460	CONTRACTUAL SERVICES - COPIER	1,268	-	-	-		Budgeted in IT for 23/24 forward
001-0024-524-3480	CONTRACTUAL SERVICES - ENTERPRISE	43	300	300	300	360	Fleet Maintenance Fee - Enterprise
001-0024-524-4000	TRAVEL AND PER DIEM	792	6,500	6,500	3,400	5,575	Code enforcement and permitting conference travel for Code Compliance Manager and staff.
001-0024-524-4005	TRAVEL AND PER DIEM - BUILDING	6,856	7,100	7,100	6,800	12,125	Travel costs for Building Official and staff for BOAF conference; CRS/FFMA educational training; FABTO educational conference; cross-training program for inspectors; certification classes & exams for permit techs and inspectors.
001-0024-524-4020	AUTO ALLOWANCE	1,125	1,950	1,950	1,950	1,950	Planning & Development Director - 50% (split with P&Z)
001-0024-524-4200	POSTAGE SERVICES	2,518	2,500	2,500	2,500	3,120	Percentage attributed to specific department
001-0024-524-4300	UTILITY SERVICES	9,627	9,025	12,033	12,033	12,400	Water & Electric (Approx 3% increase above amended 23/24)
001-0024-524-4400	RENTALS & LEASES	4,387	17,300	16,300	20,600	20,704	Portion of postage machine rental \$350, lease of 2 Vehicles - \$20,354
001-0024-524-4500	INSURANCE - GENERAL	12,000	17,443	17,443	17,443	17,675	Department share of general insurance package
001-0024-524-4600	REPAIR & MAINTENANCE	-	300	-	-	300	Office equipment repairs as needed
001-0024-524-4610	REPAIR AND MAINTENANCE - VEHICLE	2,036	2,500	3,500	4,100	4,000	Routine oil changes, misc repair and maintenance for 4 vehicles
001-0024-524-4700	PRINTING AND BINDING	283	1,000	600	600	1,000	Office forms, business cards for division staff, additional FEMA information for the public
001-0024-524-4900	OTHER CHARGES & OBLIGATIONS	2,044	2,000	2,000	2,000	2,000	Legal Publications - News Journal and Recording Fees
001-0024-524-4950	BANK SERVICE FEES	2,169	1,100	1,100	13,900	14,060	On-line Payments
001-0024-524-5100	OFFICE SUPPLIES	2,139	2,000	2,000	2,000	2,000	Office supplies (paper, folders, binders, etc.)
001-0024-524-5200	OPERATING SUPPLIES	642	2,500	2,500	2,500	3,000	Official uniforms, work/safety boots & name tags for division staff \$2500; community outreach, FEMA & Educational material \$500
001-0024-524-5210	FUEL	4,500	5,100	5,100	5,100	5,100	
001-0024-524-5250	NON-CAPITAL EQUIPMENT	955	750	750	3,650	750	Misc equipment
001-0024-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,803	3,200	3,200	3,500	2,940	Annual Dues BOAF Local, State & ICC; FABTO; FFMA; ASFPM; FACE; Vol/Flagler FACE; AACE; Central FL Fire Inspector; NFPA Annual Dues; State of FL NFPA; Fire License Re-Certification; BOAF/ICC memberships; Notary renewals for front counter staff.

**BUILDING AND CODE ENFORCEMENT
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0024-524-5500	TRAINING	1,500	4,500	3,500	600	4,099	FACE conference registration for code enforcement staff; NFIP Annual Conference for Code Compliance Mgr; Tyler Connect; Fire inspector re-certification.
001-0024-524-5515	TRAINING - BUILDING	3,705	7,000	7,000	4,000	9,771	Training registration costs for Building Official and staff for BOAF conference; CRS/FEMA; educational training; FABTO conference; cross-training program for inspectors; certification classes & exams for permit techs and inspectors.
001-0024-524-5520	TRAINING - TUITION REIMBURSEMENT	-	2,000	-	-	2,000	Reimbursement for continuing education
001-0024-524-6200	BUILDING IMPROVEMENTS	-	-	-	-	-	
001-0024-524-6400	MACHINERY AND EQUIPMENT	-	-	-	-	-	
001-0024-524-6470	MACHINERY AND EQUIPMENT - VEHICLES	-	-	-	-	-	
	TOTALS	847,126	950,296	951,665	951,665	1,024,366	

**PUBLIC WORKS
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0039-538-3100	PROFESSIONAL SERVICES - STORMWATER	5,978	45,000	69,500	69,500	26,125	Stormwater studies/fees -\$20,000; Design of Stormwater one-way valves carryover - \$6,125
001-0039-538-4600	STORMWATER MAINTENANCE	11,422	63,000	63,000	47,000	30,000	Pond Treatments, Electric for Fountains, Swale and Pipe Maintenance
001-0039-539-1100	EXECUTIVE SALARIES	29,186	28,763	28,763	28,763	29,690	Public Works Director paid 35% from this account
001-0039-539-1200	REGULAR SALARIES	132,252	150,138	139,199	139,199	157,140	All Public Works employees paid 35% from this account
001-0039-539-1400	OVERTIME	9,266	4,000	4,000	6,000	4,000	
001-0039-539-1402	OVERTIME - PW BILLABLE	-	400	400	-	400	
001-0039-539-1500	INCENTIVE PAY - STORMWATER CERT	4,310	4,420	4,420	4,420	4,420	Stormwater certification recognition (\$260); On-Call incentive is \$100 per week for individual on-call, split w/ Water Fund
001-0039-539-2100	FICA	13,335	14,748	14,045	14,045	15,618	
001-0039-539-2200	RETIREMENT	25,152	29,523	30,076	30,076	33,059	General emp 13.63%; Senior mgmt 34.52%
001-0039-539-2301	HEALTH INSURANCE	26,737	27,352	23,839	27,339	33,071	
001-0039-539-2302	DENTAL INSURANCE	614	610	506	616	708	
001-0039-539-2303	LIFE AND DISABILITY INSURANCE	1,228	1,273	897	1,047	1,215	
001-0039-539-2304	VISION INSURANCE	167	178	159	159	186	
001-0039-539-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	66	70	62	72	73	
001-0039-539-2400	WORKERS COMP	18,000	18,221	18,221	18,221	21,750	Department share of Worker's Comp Ins
001-0039-539-3100	PROFESSIONAL SERVICES	4,613	5,000	13,800	14,300	22,625	Engineering designs for projects - \$20,000; Design of Retention Pond Excavations carryforward - \$2,625
001-0039-539-3110	PROFESSIONAL SERVICES - SEWER GRANTS	-	-	-	-		
001-0039-539-3420	CONTRACTUAL SERVICES - TEMP HELP	4,986	5,000	28,450	25,805	5,000	Temporary Help for projects
001-0039-539-3430	CONTRACTUAL SERVICES - PEST CONTROL	8,507	10,000	11,650	13,150	12,000	Pest Control for TH/PD/FD/PW and Museum - Lawn/Buildings/Rodent
001-0039-539-3440	CONTRACTUAL SERVICES - TREE TRIMMING	895	5,000	5,000	4,050	5,000	Professional tree trimming
001-0039-539-3460	CONTRACTUAL SERVICES - COPIER	335	-	-	-		Budgeted in IT FY23/24 Forward
001-0039-539-3480	CONTRACTUAL SERVICES - FLEET	86	375	375	535	720	Fleet Maintenance Program - Enterprise
001-0039-539-4000	TRAVEL & PER DIEM	897	4,000	4,000	2,000	4,500	Travel Expenses for hotel accomodations for conferences & training for Public Works staff.
001-0039-539-4020	AUTO ALLOWANCE	1,365	1,950	1,950	1,950	1,950	Public Works Director 35%
001-0039-539-4200	POSTAGE SERVICES	792	800	800	800	985	Percentage attributed to specific department
001-0039-539-4300	UTILITY SERVICES	4,187	4,500	4,500	4,500	4,315	Water & Electric (Approx 3% increase above amended 23/24)
001-0039-539-4310	VOLUSIA COUNTY LAND FILL	-	100	100	-	100	Includes records and destruction fees
001-0039-539-4400	RENTALS & LEASES	6,720	29,380	25,380	21,130	36,680	Boom lift rental, PW leased vehicles, postage machine rental
001-0039-539-4500	INSURANCE - GENERAL	17,915	24,711	24,711	25,464	25,902	Department share of general insurance package
001-0039-539-4600	REPAIR AND MAINTENANCE	59,724	131,000	136,650	154,146	167,307	Repair & Maintenance of all Town Properties, facilities, and grounds, AC Maintenance, Generator Maintenance, Fire Extinguisher Testing, Fire Alarm Testing, Plumbing, museum painting (16,000) pond excavation (50,000), pond excavation carryover (38,000); Town Hall Door Repair carryover (3,307) Other misc repairs.
001-0039-539-4610	REPAIR AND MAINTENANCE - VEHICLE	4,692	7,500	7,500	6,000	7,500	50% of the cost of all public works vehicle repairs, including body repair and bed repair of dump truck
001-0039-539-4620	REPAIR & MAINTENANCE - EQUIPMENT	18,028	10,000	10,000	10,000	12,000	50% of the cost of backhoe, tractor, utility veh, power equip, misc equip repairs
001-0039-539-4640	RADIOS- REPAIR & MAINTENANCE	-	1,575	1,575	972	1,575	Radio Maintenance Agreement, misc radio repairs
001-0039-539-4700	PRINTING & BINDING	143	500	500	500	500	Forms, letterhead, envelopes

**PUBLIC WORKS
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0039-539-4900	OTHER CHARGES & OBLIGATIONS	5,080	2,500	2,500	3,100	8,700	Legal Ads, Fuel Tank Reg, Fuel Tank Inspec, MS4-Permit Renewal and Legal Ads, Empl Physicals
001-0039-539-5100	OFFICE SUPPLIES	326	500	500	500	550	Office Supplies
001-0039-539-5200	OPERATING SUPPLIES	22,126	25,000	25,000	25,000	28,000	Janitorial Supplies - All Town Buildings/Parks, Maint Supp, Oil , Grease, Hand Tools, Dog Waste Bags, Sand and Bags
001-0039-539-5210	FUEL	7,794	9,225	9,225	9,225	9,225	EIA Forecasting small decrease - estimating 23/24 budget amounts
001-0039-539-5220	UNIFORMS	3,424	6,000	5,000	5,000	6,000	Rain Gear, Hats, Vests, Goggles, Boots, Pants, Town Shirts
001-0039-539-5250	NON-CAPITAL EQUIPMENT	9,479	6,800	5,800	2,800	12,000	Misc power equipment, blowers, edgers, trimmers, chainsaws and other equipment as needed, such as pumps & generators, 2 museum air conditioners
001-0039-539-5400	BOOKS, PUBLICATIONS,	1,106	2,200	2,200	2,200	2,400	FSA, Amazon, FWPCOA, APWA (Split)
001-0039-539-5500	TRAINING	1,835	3,000	3,000	2,000	3,000	Non-water training, including training through Florida Stormwater Association and Traffic Management training.
001-0039-539-5520	TRAINING - TUITION REIMBURSEMENT	-	2,000	-	-	2,000	Reimbursement for continuing education
001-0039-539-6200	BUILDINGS	6,713	-	-	-	-	
001-0039-539-6300	IMPROVEMENTS OTHER THAN BUILDING	117,847	5,000	18,300	13,300	-	
001-0039-539-6400	MACHINERY AND EQUIPMENT	21,637	187,900	170,550	181,550	135,000	Stormwater One-Way Valve Project Carryover \$100,000; Community Center Generator Carryover \$35,000
001-0039-539-6470	MACHINERY AND EQUIPMENT - VEHICLES	-	11,700	11,700	11,369	-	
001-0039-539-9307	TRANSFER TO CAPITAL FACILITY MAINT FUND - 307	25,000	-	-	-	-	
001-0039-541-4300	UTILITY SERVICE - STREET LIGHTS	23,751	24,800	26,625	26,625	27,425	Electric (Approx 5% increase above final 21/22 actual or prior year increases)
001-0039-541-4600	REPAIR & MAINTENANCE - ROW	18,130	20,000	20,000	20,000	25,000	Townwide Street Sweeping, Additional Sweeping After Storms, Sailfish Grading (6/yr), Maintenance of Flashers, Curb Replacement.
001-0039-541-5300	ROAD MATERIALS/SUPPLIES - ROW	307	25,000	19,100	19,100	25,000	Asphalt patching materials, concrete supplies, striping supplies and services, street sign replacement, reflectors, Sailfish Drive shell materials, fill dirt, and other miscellaneous road material and supplies.
001-0039-541-5310	ROAD MATERIALS & SUPPLIES - ROW	-	-	-	-	-	
	TOTALS	676,153	960,712	993,528	993,528	950,414	

**PARKS RECREATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
001-0072-572-1100	EXECUTIVE SALARIES	87,887	89,727	89,727	89,727	92,735	% salaries paid from this fund: 100% Cultural Services Manager, 35% Public Works Director
001-0072-572-1200	REGULAR SALARIES	151,783	171,063	160,304	153,024	177,420	All Public Works employees paid 35% from this account; Cultural Services Coordinator 50% (split 50/50 between Parks & Rec and Museum)
001-0072-572-1400	OVERTIME	7,252	8,329	8,109	8,109	8,898	
001-0072-572-2100	FICA	19,930	20,886	19,489	20,886	21,646	
001-0072-572-2200	RETIREMENT	35,502	39,839	40,142	40,142	44,489	General emp 13.63%
001-0072-572-2301	HEALTH INSURANCE	35,630	45,437	38,937	43,490	42,560	
001-0072-572-2302	DENTAL INSURANCE	815	1,017	976	976	983	
001-0072-572-2303	LIFE AND DISABILITY INSURANCE	1,643	1,971	1,524	1,524	1,874	
001-0072-572-2304	VISION INSURANCE	220	251	233	233	258	
001-0072-572-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	86	99	92	92	102	
001-0072-572-2400	WORKERS COMP	1,300	1,316	1,316	1,316	1,570	Department share of Worker's Comp Ins
001-0072-572-2500	UNEMPLOYMENT	-	-	1,238	1,238	415	Re-Employment
001-0072-572-3100	PROFESSIONAL SERVICES	350	11,000	14,500	14,500	11,000	Arborist services; Invasive Species Removal; Piling repair
001-0072-572-3400	CONTRACTUAL SERVICES -	1,900	3,000	1,500	1,500	4,000	Historic marker cleaning; fertilizer/ nutrients in parks
001-0072-572-4000	TRAVEL AND PER DIEM	860	1,850	1,150	1,150	1,850	Travel expenses for FRPA conference; FRPA Directors Summit; VLOC events
001-0072-572-4020	AUTO ALLOWANCE	5,265	3,900	3,900	5,100	3,900	100% Cultural Services Manager, 35% Public Works Director
001-0072-572-4300	UTILITY SERVICES	21,915	17,350	27,580	27,580	28,410	Water & Electric (Approx 3% increase above amended 23/24)
001-0072-572-4410	STATE LAND LEASE - GREEN MOUND	300	300	300	300	300	Green Mound lease for historic property within Ponce Preserve
001-0072-572-4500	INSURANCE - GENERAL	17,000	24,711	24,711	24,711	24,975	Department share of general insurance package
001-0072-572-4600	REPAIR AND MAINTENANCE	10,152	17,000	17,000	17,000	30,000	Mulch for maintenance of various parks w/ full re-mulch at dog park twice per year; Pollard Park playground maintenance; Repaint Ponce Preserve and Timucuan Oaks entrance signs; Refill rock at Timucuan Oaks Garden; Repair tennis courts at Pollard Park; ; Misc. repairs in parks; Misc. landscape maintenance in parks
001-0072-572-4700	PRINTING AND BINDING	18	250	250	250	250	Misc printing
001-0072-572-4800	PROMOTIONAL ACTIVITIES	9,463	9,000	6,500	6,630	9,000	Children's holiday events (Halloween, Christmas, Easter)
001-0072-572-4900	OTHER CHARGES & OBLIGATIONS	416	650	650	650	700	Advertising; Hosting annual Parks Directors Luncheon
001-0072-572-5100	OFFICE SUPPLIES	199	250	250	250	250	Misc office supplies
001-0072-572-5200	OPERATING SUPPLIES	1,697	1,800	2,000	2,000	1,800	ECHO Ranger supplies; Shirts; Outreach supplies; Ponce Preserves the Planet; other misc. operating supplies
001-0072-572-5250	NON-CAPITAL EQUIPMENT-PARKS & REC	7,575	14,200	21,000	21,000	27,355	Townwide holiday decorations; court rollers; court windscreens; Utility Box Wraps; Native Plant identification markers; Podium and speakers for events; Ponce Preserve interpretive signs \$6,855.00 carryover
001-0072-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,530	2,100	1,800	1,800	1,800	Arbor Day Foundation/ Tree City USA; FRPA; NRPA; Canva- Marketing website subscription; Amazon Prime; Court Reserve; Florida Native Plant Society
001-0072-572-5500	TRAINING	820	2,300	1,602	1,602	1,000	FRPA Conference; FRPA Directors Summit; Professional goals training
001-0072-572-5520	TRAINING - TUITION REIMBURSEMENT	-	-	-	-	-	
001-0072-572-6200	BUILDING IMPROVEMENTS	-	-	-	-	-	
001-0072-572-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-	-	125,000	92,694	Pollard tennis court resurfacing - \$5,000; Emergency piling repairs carryover \$87,694
001-0072-572-6400	MACHINERY AND EQUIPMENT	-	-	-	-	-	
	TOTALS	421,508	489,596	486,780	611,780	632,234	

**LOCAL OPTION GAS TAX .06
FUND 002**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
002-0000-312-4100	1ST LOCAL OPTION FUEL TAX - .06 OLD	76,033	76,100	76,100	76,100	60,200	Estimate per Volusia County interlocal agreement (based on lane miles only)
002-0000-381-9000	TRANSFER FROM RESERVES	8,967	8,900	8,900	8,900	24,800	FY 23/24 fund balance is \$89,115 per audit of FY 22/23
	TOTAL	85,000	85,000	85,000	85,000	85,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
002-0002-541-5300	ROAD MATERIALS & SUPPLIES	-	-	-	-	-	
002-0002-541-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-	-	-	-	
002-0002-541-9100	TRANSFER TO RESERVES		-	-	-	-	
002-0002-541-9121	TRANSFER TO DEBT SERVICE - SRF - 201	85,000	85,000	85,000	85,000	85,000	For payment of SRF Stormwater loan
	TOTAL	85,000	85,000	85,000	85,000	85,000	

FY 22/23 Fund Balance	98,081	17th Year of Stormwater Loan
FY 23/24 Fund Balance	89,115	18th Year of Stormwater Loan
FY 24/25 Fund Balance	60,915	19th Year of Stormwater Loan
FY 25/26 Fund Balance	11,315	20th Year of Stormwater Loan

**LOCAL OPTION GAS TAX .05
FUND 003**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
003-0000-312-4200	2ND LOCAL OPTION FUEL TAX - .05 NEW	54,734	54,900	54,900	54,900	43,500	Estimate per Volusia County interlocal agreement (based on lane miles only)
003-0000-361-1000	INTEREST	3,195	3,700	3,700	3,700	2,700	
003-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	21,155	Close out Ponce de Leon Septic to Sewer fund (309); FY 23/24 fund balance is \$538,391, per audit of FY 22/23
	TOTAL	57,929	58,600	58,600	58,600	67,355	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
003-0003-541-5300	ROAD MATERIAL / SUPPLIES - RESURFACING	-	-				
003-0003-541-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-				
003-0003-541-9100	TRANSFER TO RESERVES	50,929	51,600	51,600	51,600	39,200	
003-0003-541-9121	TRANSFER TO 201 FUND - DEBT SERVICE	7,000	7,000	7,000	7,000	7,000	For payment of SRF Stormwater loan
003-0003-541-9309	TRANSFER TO 309 FUND - PONCE DE LEON SEWER PROJECT		-		-	21,155	Close out Ponce de Leon Septic to Sewer fund (309)
	TOTAL	57,929	58,600	58,600	58,600	67,355	

FY 21/22 Fund Balance	\$433,305
FY 22/23 Fund Balance	\$487,463
FY 23/24 Fund Balance	\$538,391
FY 24/25 Fund Balance	\$589,991
FY 25/26 Fund Balance	\$608,036

**DONATIONS
FUND 005**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
005-0000-366-0000	DONATIONS - POLICE	1,720	1,200	1,200	1,200	1,500	Reserve balance \$5,786 per audit of FY 22/23
005-0000-366-1000	DONATIONS - FIRE	819	1,200	1,200	1,200	1,200	Reserve balance \$1,269 per audit of FY 22/23
005-0000-366-3000	DONATIONS - CHRISTMAS PARADE	1,025	1,000	1,000	1,000	-	Reserve balance \$492 per audit of FY 22/23
005-0000-366-4000	DONATIONS - PLANNING	-	-	-	-	-	Reserve balance \$101 per audit of FY 22/23
005-0000-366-5000	DONATIONS - HISTORIC	-	-	-	-	-	Reserve balance \$198 per audit of FY 22/23
005-0000-366-6000	DONATIONS - PARKS	-	-	-	-	-	Reserve balance \$55 per audit of FY 22/23
005-0000-366-7000	DONATIONS - DOG PARK	-	-	-	-	-	Reserve balance \$665 per audit of FY 22/23
005-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	-	
	TOTAL	3,564	3,400	3,400	3,400	2,700	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
005-0005-599-4810	PROMOTIONAL ACTIVITIES - POLICE	-	100	100	100	100	
005-0005-599-4820	PROMOTIONAL ACTIVITIES - FIRE	1,903	880	880	880	1,000	
005-0005-599-4840	PROMOTIONAL ACTIVITIES - CHRISTMAS PARADE	1,283	900	900	900	-	
005-0005-599-4850	PROMOTIONAL ACTIVITIES - PLANNING	-	-	-	-	-	
005-0005-599-4860	PROMOTIONAL ACTIVITIES - HISTORIC	-	-	-	-	-	
005-0005-599-4870	PROMOTIONAL ACTIVITIES - PARKS	-	-	-	-	-	
005-0005-599-4880	PROMOTIONAL ACTIVITIES - DOG PARK	-	-	-	-	-	
005-0005-599-9100	TRANSFER TO RESERVES	378	1,520	1,520	1,520	1,600	
	TOTAL	3,564	3,400	3,400	3,400	2,700	

**HURRICANE IAN
FUND 007**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
REVENUES							
007-0000-369-3000	MISC REV REIMB-INSURANCE	241,745	-			-	
007-0000-331-2001	FEMA GRANT REIMB - IAN	270,868	30,000	85,847	104,096	-	Reimbursement from FEMA
007-0000-381-9001	TRANSFER FROM GENERAL FUND					-	
007-0000-381-9310	TRANSFER FROM 310	308,255	-			-	
007-0000-381-9000	TRANSFER FROM RESERVES		29,262	61,921	61,921	-	FY 23/24 fund balance is \$123,842 per audit of FY 22/23
	TOTAL	820,868	59,262	147,768	166,017	-	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
EXPENDITURES							
007-0007-525-3100	PROFESSIONAL SERVICES - GRANT MANAGEMENT	26,163	-			-	
007-0007-525-3110	PROFESSIONAL SERVICES - MEAD & HUNT PONCE PRESERVE	31,462				-	
007-0007-525-3120	PROFESSIONAL SERVICES - BOAT RAMP	3,250				-	
007-0007-525-3130	PROFESSIONAL SERVICES - STORMWATER INSPECTION	10,000				-	
007-0007-525-3140	PROFESSIONAL SERVICES - FD ROOF	538				-	
007-0007-525-3400	CONTRACT SERVICES - CAT A MISC	2,600				-	
007-0007-525-3409	CONTRACT SERVICES -DEBRIS MONITORING WOB	39,714				-	
007-004-525-3410	CONTRACT SERVICES - DEBRIS PICK UP CROWDER	41,816				-	
007-0007-525-3415	CONTRACTUAL SERVICES - DEBRIS PICKUP (WASTE PRO)	24,080	-			-	
007-0007-525-4401	RENTAL & LEASES - CAT B	25,014				-	
007-0007-525-4600	REPAIR & MAINTENANCE CAT E	136,552	13,750	13,750	13,750	-	
007-0007-525-4610	REPAIR & MAINTENANCE CAT B	1,350				-	
007-0007-525-4925	MATERIALS & SUPPLIES - CAT B	854	-			-	
007-0007-525-5300	ROAD MAT/SUPPLIES/SIGNS CAT C	2,439				-	
007-0007-525-6200	BUILDING - FD ROOF	39,645				-	
007-0007-525-6300	PONCE PRESERVE WALKWAY & BOAT RAMP CAT G	80,740	15,512	20,947	20,947	-	
007-0007-525-6400	MACHINERY & EQUIP - PUMPS	31,282				-	
007-0007-525-9100	TRANSFER TO RESERVES	123,843	-				
007-0007-525-9101	TRANSFER TO GENERAL FUND		-				
007-0007-525-9311	TRANSFER TO SIDEWALK FUND (311)	199,526	30,000	113,071	131,320		
	TOTAL	820,868	59,262	147,768	166,017	-	

**DISASTER RECOVERY
FUND 008**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
REVENUES							
008-0000-381-9001	TRANSFER FROM GENERAL FUND	-	-	-	100,000	-	Transfer from GF Hurricane Reserve Account to new Disaster Recovery Fund
008-0000-381-9310	TRANSFER FROM ECON IMPACT FUND (310)	-	-	-	-	25,000	FY 23/24 fund balance is \$100,000
	TOTAL	-	-	-	100,000	25,000	
ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
EXPENDITURES							
008-0008-525-9100	TRANSFER TO RESERVES	-	-	-	100,000	25,000	
	TOTAL	-	-	-	100,000	25,000	

TREE BANK
FUND 141

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
141-0000-329-0000	TREE ASSESSMENT	19,600	4,000	4,000	4,000	9,500	
141-0000-369-0000	MISC REVENUE	-	-		-		
141-0000-381-9000	TRANSFER FROM RESERVES	-			-	2,500	FY 23/24 fund balance \$44,085 per audit of FY 22/23
TOTAL		19,600	4,000	4,000	4,000	12,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
141-0141-572-3100	PROFESSIONAL SERVICES	-				8,000	Tree Replenishment Plan
141-0141-572-4600	MAINTENANCE	3,275	4,000	4,000	4,000	4,000	Tree Replenishment throughout Town
141-0141-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-			-	-	
141-0141-572-9100	TRANSFER TO RESERVES	16,325					
TOTAL		19,600	4,000	4,000	4,000	12,000	

**SIDEWALK
FUND 143**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
143-0000-369-0000	SIDEWALK REVENUE	13,963	8,000	8,000	8,000	8,000	
143-0000-381-9000	TRANSFER FROM RESERVES	-	-	8,000	8,000	7,000	FY 23/24 fund balance \$90,787 per audit of FY 22/23
	TOTAL	13,963	8,000	16,000	16,000	15,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
143-0143-541-4600	REPAIR & MAINTENANCE	-	6,000	14,000	14,000	15,000	Townwide Sidewalk Repair
143-0143-541-6300	IMPROVEMENTS OTHER THAN BUILDING	-					
143-0143-541-9100	TRANSFER TO RESERVES	13,963	2,000	2,000	2,000	-	
	TOTAL	13,963	8,000	16,000	16,000	15,000	

**PARKS AND RECREATION
FUND 144**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
144-0000-324-6100	RECREATION IMPACT FEES	3,130	4,000	4,000	2,782	3,000	Projected 8 Single Family Residences (\$347.81/unit)
144-0000-381-9000	TRANSFER FROM RESERVES	-	-		-	-	FY 23/24 fund balance \$27,812 per audit of FY 22/23
	TOTAL	3,130	4,000	4,000	2,782	3,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENDITURES							
144-0144-572-5250	NON-CAPITAL EQUIPMENT	-	1,000	1,000	-	1,000	
144-0144-572-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-				
144-0144-572-6400	MACHINERY AND EQUIPMENT	-	-				
144-0144-572-9100	TRANSFER TO RESERVES	3,130	3,000	3,000	2,782	2,000	
	TOTAL	3,130	4,000	4,000	2,782	3,000	

COMMUNITY CENTER
FUND 145

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
145-0000-349-0000	PICCI PAYMENT TOWARDS UTILITIES	2,381	2,435	2,435	2,435	2,500	
145-0000-366-0000	DONATIONS	-	-			-	
145-0000-381-8001	TRANSFER FROM GENERAL FUND	25,000	27,372	27,372	27,372	71,680	
145-0000-381-9000	TRANSFER FROM RESERVES	-	-		-	-	FY 23/24 fund balance \$25,717 per audit of FY 22/23
TOTAL		27,381	29,807	29,807	29,807	74,180	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
145-0145-572-4300	UTILITY SERVICES	9,522	9,725	9,725	9,725	10,790	75% Electricity (25% paid by PICCI); (100% water paid by PICCI)
145-0145-572-4500	INSURANCE - GENERAL	9,000	13,082	13,082	13,082	14,390	Community Center property insurance
145-0145-572-4600	REPAIR & MAINTENANCE	6,878	7,000	7,000	2,700	16,000	Miscellaneous repair & maintenance (6,000); Landscaping (10,000)
145-0145-572-5250	NON CAPITAL EQUIPMENT		-		4,300		
145-0145-572-6200	BUILDING IMPROVEMENTS		-			33,000	Gutters (8,000); Roof/Ceiling Repair (25,000)
145-0145-572-6400	MACHINERY & EQUIPMENT		-				
145-0145-572-9100	TRANSFER TO RESERVES	1,981					
TOTAL		27,381	29,807	29,807	29,807	74,180	

**HISTORICAL MUSEUM
FUND 146**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
146-0000-347-3010	SERVICE CHARGE - CULTURAL CLASSES	575	500	500	500	500	
146-0000-369-0000	OTHER MISC REVENUE - DONATIONS	734	800	800	800	800	
146-0000-381-8001	TRANSFER FROM GENERAL FUND	67,000	68,501	68,501	58,501	114,200	Transfer from General Fund
146-0000-381-9000	TRANSFER FROM RESERVES	7,712					FY 23/24 fund balance \$14,670 per audit of FY 22/23
	TOTAL	76,021	69,801	69,801	59,801	115,500	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
146-0146-573-1100	EXECUTIVE SALARIES	382	-	-	-	-	
146-0146-573-1200	REGULAR SALARIES	20,344	20,925	20,826	13,826	20,280	Cultural Services Coordinator 50% (split 50/50 between Parks & Rec and Museum)
146-0146-573-1400	OVERTIME	538	961	961	961	819	
146-0146-573-2100	FICA	1,633	1,674	1,131	1,131	1,614	
146-0146-573-2200	RETIREMENT	2,628	2,995	3,013	3,744	2,892	General emp 13.63%
146-0146-573-2301	HEALTH INSURANCE	6,851	4,110	4,110	4,492	4,110	
146-0146-573-2302	DENTAL INSURANCE	164	92	61	61	92	
146-0146-573-2303	LIFE AND DISABILITY INSURANCE	359	162	128	128	145	
146-0146-573-2304	VISION INSURANCE	43	24	16	16	24	
146-0146-573-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	12	10	6	6	9	
146-0146-573-2400	WORKERS COMP	650	658	658	658	725	Amount attributed to specific department
146-0146-573-2500	UNEMPLOYMENT	-	-	1,238	1,238	415	Re-Employment
146-0146-573-3100	PROFESSIONAL SERVICES	-	1,000	500	500	1,000	Arborist and historic expertise
146-0146-573-3400	CONTRACTUAL SERVICES	1,708	2,300	2,500	2,500	2,550	Security Monitoring; Pest Control; Termite Treatment; Historic Marker Cleaning
146-0146-573-4000	TRAVEL AND PER DIEM	764	850	100	100	100	Travel fees for educational programs
146-0146-573-4300	UTILITY SERVICES	3,407	3,825	3,825	3,825	3,875	Water & Electric (Approx 5% increase above final 21/22 actual or prior year increases)
146-0146-573-4500	INSURANCE - GENERAL	4,000	5,815	5,815	5,815	6,400	Museum property insurance
146-0146-573-4501	INSURANCE - FLOOD	5,841	7,000	7,000	7,000	7,700	Flood insurance for 3 structures on this property .(est 10% increase)
146-0146-573-4600	REPAIR & MAINTENANCE	5,285	3,000	3,000	3,000	3,000	Misc building & grounds maint; AC maintenance
146-0146-573-4700	PRINTING & BINDING	-	800	200	200	800	Name plates for displays, color brochures, new interpretive exhibits
146-0146-573-4810	PROMOTIONAL ACTIVITIES - CULTURAL CLASSES	783	1,000	500	500	800	Misc cultural classes
146-0146-573-4900	OTHER CHARGES AND OBLIGATIONS	-	1,000	100	100	100	Advertising for events
146-0146-573-5100	OFFICE SUPPLIES	495	250	250	250	250	Misc office supplies
146-0146-573-5200	OPERATING SUPPLIES	1,697	1,400	1,400	1,400	1,500	Museum-quality materials for artifact protection & packaging; Outreach supplies; Refreshments & craft materials for museum programs; Shirts; Gift shop items;
146-0146-573-5250	NON-CAPITAL EQUIPMENT	291	8,500	11,613	7,500	1,500	Picture frames and display materials; Artifact acquisitions; Interpretive display materials
146-0146-573-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	456	550	550	550	500	Florida Association of Museum; Florida National Trust for Historic Preservation; Amazon Prime; Historically relevant books; Trail of Florida's Indian Heritage.
146-0146-573-5500	TRAINING	455	900	300	300	300	FAM Workshops; Professional Goals Training
146-0146-573-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-	-	-	54,000	Museum Boardwalk (35,000), Replace Museum Fence (19,000)
146-0146-573-6400	MACHINERY AND EQUIPMENT	-	-	-	-		
146-0146-573-9100	TRANSFER TO RESERVES						
146-0146-573-9401	TRANSFER TO WATER FUND (401)	17,235	-	-	-		
	TOTAL	76,021	69,801	69,801	59,801	115,500	

**POLICE EDUCATION
FUND 160**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES						-	
160-0000-351-1000	TRAFFIC & CRIMINAL FINES	1,230	1,200	1,200	1,200	1,200	Anticipated from citations & criminal cases
160-0000-381-9000	TRANSFER FROM RESERVES	-	2,800	2,800	2,800	800	FY23/24 fund balance \$14,853 per audit of FY 22/23
TOTAL		1,230	4,000	4,000	4,000	2,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
160-0160-521-4000	TRAVEL AND PER DIEM	-	1,000	1,000	1,000	1,000	General training travel expenses
160-0160-521-5500	TRAINING	-	3,000	3,000	3,000	1,000	Training Opportunities
160-0160-521-9100	TRANSFER TO RESERVES	1,230	-				
TOTAL		1,230	4,000	4,000	4,000	2,000	

**DEBT SERVICE - STORMWATER IMPROVEMENTS
FUND 201**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
201-0000-381-8000	TRANSFER 001 - CELL TOWER LEASE	23,184	23,184	23,184	23,184	23,184	Cell Tower Lease revenue
201-0000-381-8001	TRANSFER 001 - TELECOM TAX	16,400	16,400	16,400	16,400	16,400	Telecommunication Tax revenue
201-0000-381-8002	TRANSFER 002 FUND - OLD GAS TAX	85,000	85,000	85,000	85,000	85,000	Old Gas Tax revenue
201-0000-381-8003	TRANSFER 003 FUND - NEW GAS TAX	7,000	7,000	7,000	7,000	7,000	New Gas Tax revenue
201-0000-381-8402	TRANSFER ENTERPRISE FUNDS - 402 & 403	25,000	25,000	25,000	25,000	25,000	Enterprise Fund revenue - Refuse & Sewer
201-0000-381-9000	TRANSFER FROM RESERVES	1	3	3	3	2	FY 23/24 fund balance \$2,723 per audit of FY22/23
TOTAL		156,585	156,587	156,587	156,587	156,586	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
201-0201-517-7100	DEBT SERVICE - PRINCIPLE	141,875	145,659	145,659	145,659	149,542	Stormwater Improvements Loan - FY 24/25 is the 19th year of a 20 year loan
201-0201-517-7200	DEBT SERVICE - INTEREST	7,355	5,464	5,464	5,464	3,522	
201-0201-517-7300	DEBT SERVICE - GRANT ALLOCATION FEE	7,355	5,464	5,464	5,464	3,522	
201-0201-517-9100	TRANSFER TO RESERVES		-	-	-	-	
TOTAL		156,585	156,587	156,587	156,587	156,586	

**DEBT SERVICE - TOWN HALL
FUND 203**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
203-0000-381-2000	TRANSFER FROM RESERVES	360	400	400	400	-	FY 23/24 fund balance \$1,221 per audit of FY22/23.
203-0000-381-8302	TRANSFER 302 - LAND ACQ FUND	328,000	328,000	328,000	328,000	327,947	
	TOTAL	328,360	328,400	328,400	328,400	327,947	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
203-0203-517-7100	DEBT SERVICE - PRINCIPAL	291,000	303,000	303,000	303,000	315,000	Town Hall Loan - FY 24/25 is the final year of this loan (20th out of 20)
203-0203-517-7200	DEBT SERVICE - INTEREST	37,360	25,400	25,400	25,400	12,947	
203-0203-517-9100	TRANSFER TO RESERVES		-			-	
	TOTAL	328,360	328,400	328,400	328,400	327,947	

**LAND ACQUISITION
FUND 302**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
302-0000-314-1000	UTILITY SERVICE TAX - ELECTRICITY	459,227	429,900	429,900	429,900	501,150	Utility Tax based on consumption
302-0000-314-8000	UTILITY SERVICE TAX - PROPANE	13,962	20,200	20,200	20,200	16,260	Utility Tax based on consumption
302-0000-323-7000	FRANCHISE FEE - SOLID WASTE	44,393	45,000	45,000	45,000	45,300	Franchise on commercial haulers, roll offs doing business within town
302-0000-361-1000	INTEREST	5,934	6,800	6,800	6,800	5,847	
302-0000-381-9000	TRANSFER FROM RESERVES	24,811	-			75,000	FY 23/24 fund balance \$439,546 per audit of FY 22/23
TOTAL		548,327	501,900	501,900	501,900	643,557	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
302-0302-519-3100	PROFESSIONAL SERVICES	1,048	-			50,000	Building B design & engineering
302-0302-519-5250	NON-CAPITAL EQUIPMENT	6,907	-				
302-0302-519-6200	CAPITAL IMPROVEMENTS	138,682	-			225,000	Building B Construction, including generator and Locker Room.
302-0302-519-6300	IMPROV OTHER THAN BLDG	73,690	-				
302-0302-519-9100	TRANSFER TO RESERVES		173,900	173,900	173,900	40,610	
302-0302-519-9123	TRANSFER TO DEBT SERVICE - 203 FUND	328,000	328,000	328,000	328,000	327,947	Transfer to 203 fund - Town Hall Loan Debt Service
302-0302-519-9151	TRANSFER TO Lighthouse PARK -151 FUND					-	
TOTAL		548,327	501,900	501,900	501,900	643,557	

Fund Balance 21/22	\$	302,799	
Fund Balance 22/23	\$	464,358	
Fund Balance 23/24	\$	439,546	
Fund Balance 24/25	\$	405,156	
Fund Balance 25/26	\$	905,156	Currently estimated reserve, after final town hall loan payment in FY 24/25

**CAPITAL FIRE EQUIPMENT
FUND 305**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
<u>REVENUES</u>							
305-0000-381-8001	TRANSFER FROM GENERAL FUND	100,000	-	-	-	-	
305-0000-381-9310	TRANSFER FROM ECONOMIC IMPACT FUND (310)	-	-	-	-	110,000	
305-0000-381-9000	TRANSFER FROM RESERVES	113,570	-	-	-	100,000	FY 23/24 fund balance \$115,830 per audit of FY 22/23
TOTAL		213,570	-	-	-	210,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
<u>EXPENSES</u>							
305-0305-522-4400	RENTALS & LEASES	-	-	-	-	-	
305-0305-522-6400	MACHINERY AND EQUIPMENT	201,570	-	-	-	51,000	Fire Truck Equipment
305-0305-522-6470	MACHINERY AND EQUIPMENT - VEHICLE	-	-	-	-	-	
305-0305-522-9101	TRANSFER TO GENERAL FUND	12,000	-	-	-	-	
305-0305-522-9100	TRANSFER TO RESERVES	-	-	-	-	159,000	
TOTAL		213,570	-	-	-	210,000	

**CAPITAL FACILITY MAINT
FUND 307**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
<u>REVENUES</u>							
307-0000-381-8001	TRANSFER FROM GENERAL FUND	25,000	-	-	-	-	
307-0000-381-9000	TRANSFER FROM RESERVES	-	27,900	27,900	27,900	-	FY 23/24 Fund balance \$82,760 per audit of FY 22/23
TOTAL		25,000	27,900	27,900	27,900	-	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
<u>EXPENSES</u>							
307-0307-526-9101	TRANSFER TO GENERAL FUND	17,240	27,900	27,900	27,900		
307-0307-526-9100	TRANSFER TO RESERVES	7,760	-	-	-	-	Reserve for capital maintenance/repair needs of the town's various facilities.
TOTAL		25,000	27,900	27,900	27,900	-	

**PONCE DE LEON CIRCLE SEWER PROJECT
FUND 309**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
309-0000-334-3500	SJRWMD GRANT	62,919	-	-	-	-	Payments in partial installments, as expenditures are made.
309-0000-369-0000	CITY OF PORT ORANGE	-	-	-	-	-	Payments in partial installments, as expenditures are made.
309-0000-382-9401	TRANSFER FROM 401 FUND - WATER FUND	-	-	-	-	-	Water improvements
309-0000-381-9003	TRANSFER FROM 003 FUND - NEW GAS TAX FUND	-	-	-	-	21,155	Transfer needed to close out this fund
309-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	-	FY 23/24 fund balance \$(21,155) per audit of FY 22/23
TOTAL		62,919	-	-	-	21,155	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
309-0309-535-3100	PROFESSIONAL SERVICES	8,108	-	-	-	-	
309-0309-535-5250	NON-CAPITAL EQUIPMENT	-	-	-	-	-	
309-0309-535-6300	IMPROVEMENTS OTHER THAN BUILDING	35,592	-	-	-	-	
309-0309-535-6400	MACHINERY & EQUIPMENT	-	-	-	-	-	
309-0309-535-9100	TRANSFER TO RESERVES	19,219	-	-	-	21,155	Transfer needed to close out this fund
TOTAL		62,919	-	-	-	21,155	

**ECONOMIC IMPACT
FUND 310**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
310-0000-331-5000	FEDERAL GRANT - ARPA	-	-			-	
310-0000-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	-	-	-	18,400	Energov Software Conversion - 18,400
310-0000-381-9000	TRANSFER FROM RESERVES	948,035	177,665	177,665	86,542	135,000	FY 23/24 fund balance \$266,002 per audit FY 22/23
	TOTAL	948,035	177,665	177,665	86,542	153,400	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
310-0310-516-3450	CONTRACTUAL SERVICES - ENERGGOV	-	46,824	46,824	28,424	18,400	EnerGov Software Conversion - Carryover
310-0310-516-3455	CONTRACTUAL SERVICES - RADIOS	-	-			-	
310-0310-516-6450	MACHINERY & EQUIPMENT - ENERGGOV	-	-			-	
310-0310-516-6455	MACHINERY & EQUIPMENT - RADIOS	39,701	-			-	
310-0310-535-3100	PROFESSIONAL SERVICES	146,849	130,841	103,023	30,300	-	
310-0310-541-9007	TRANSFER TO HURRICANE FUND (007)	308,255				-	
310-0310-525-9008	TRANSFER TO DISASTER RECOVERY FUND (008)	-	-	-	-	25,000	
310-0310-522-9305	TRANSFER TO CAPITAL FIRE FUND (305)	-	-	-	-	110,000	
310-0310-541-9311	TRANSFER TO SOUTH PENINSULA DRIVE SIDEWALK FUND (311)	453,230	-			-	
310-0310-541-9312	TRANSFER TO SEPTIC-TO SEWER PHASES 1 & 2 (312)	-	-	27,818	27,818	-	
310-0310-516-9100	TRANSFER TO RESERVES	-	-			-	
	TOTAL	948,035	177,665	177,665	86,542	153,400	

**S PENINSULA DR SIDEWALK (GRANT MATCH)
FUND 311**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
311-0000-381-8001	TRANSFER FROM GENERAL FUND		150,000	184,498	184,498	170,000	
311-0000-381-9310	TRANSFER FROM RELIEF FUNDS	453,230	-	-	-	-	
311-0000-381-9000	TRANSFER FROM RESERVES	-	-			1,089,197	FY 23/24 fund balance \$802,756 per audit FY 22/23
311-0000-381-9007	TRANSFER FROM HURRICANE IAN (007)	199,526	30,000	113,071	131,320	-	
TOTAL		652,756	180,000	297,569	315,818	1,259,197	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
311-0311-541-3100	PROFESSIONAL SERVICES			143,960	21,600	1,099,197	Surveying and Engineering Design Volusia County Project Management
311-0311-541-3400	CONTRACT SERV- VOLUSIA COUNTY			50,000	5,000	160,000	
311-0311-541-9100	TRANSFER TO RESERVES	652,756	180,000	103,609	289,218		
TOTAL		652,756	180,000	297,569	315,818	1,259,197	

**SEPTIC-TO-SEWER PHASE 1 AND 2
FUND 312**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	CURRENT ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
REVENUES							
312-0000-334-3500	FDEP PRINCIPAL FORGIVENESS SRF LOAN (100%)	-	-	-	-	5,200,000	50% of a \$10.4 Million SRF Loan
312-0000-369-0000	PORT ORANGE REIMBURSEMENT	-	-	71,531	71,531	-	72% of Funding Assistance Cost
312-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	27,818	
312-0000-381-9312	TRANSFER FROM RELIEF FUNDS	-	-	27,818	27,818	-	
	TOTAL	-	-	99,349	99,349	5,227,818	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	CURRENT ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	COMMENTS
EXPENSES							
312-0312-535-3100	PROFESSIONAL SERVICES	-	-	99,349	71,531	436,418	Design, Inspection & 28% of Funding Assistance Cost
312-0312-535-6300	IMPROVEMENTS OTHER THAN BLDG	-	-	-	-	4,791,400	Construction Services
312-0312-535-9100	TRANSFER TO RESERVES	-	-	-	27,818	-	
	TOTAL	-	-	99,349	99,349	5,227,818	

**WATER OPERATIONS/MAINTENANCE
FUND 401**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
401-0000-343-3000	WATER UTILITY - SALES	1,576,859	1,733,000	1,733,000	1,775,400	1,846,500	Includes estimated water rate increase
401-0000-343-3100	CONNECTION FEES	4,420	4,900	4,900	3,500	4,000	Estimate based upon various permits plus 8 new single-family residences
401-0000-343-3200	FIRELINES	5,413	6,157	6,157	6,157	6,150	
401-0000-343-3300	PENALTIES - LATE PAYMENTS	14,197	12,500	12,500	18,450	19,000	Late payments
401-0000-343-3400	HYDRANT METER FEE	1,200	200	200	200	600	
401-0000-361-1000	INTEREST	8,216	7,000	7,000	9,900	8,450	
401-0000-369-0000	OTHER MISCELLANEOUS REVENUE	4,540	750	750	2,000	2,000	
401-0000-380-0000	PRIOR YEAR PROJECTS - RE- ALLOCATED FROM RESERVES	-	-	-	-	10,900	Water Supply Workplan Update carryforward - \$10,900.
401-0000-382-9000	TRANSFER FROM RESERVES	65,889	179,194	179,194	5,565	14,731	FY23/24 fund balance \$850,862 per audit of FY 22/23
401-0000-382-9146	TRANSFER FROM MUSEUM FUND (146)	17,235	-	-	-	-	
TOTAL		1,697,969	1,943,701	1,943,701	1,821,172	1,912,331	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
401-0401-533-1100	EXECUTIVE SALARIES	102,527	89,969	94,764	94,764	102,565	% salaries paid from this fund: 15% Town Manager; 40% Finance Director; 15% Asst. Finance Director; 35% Public Works Director
401-0401-533-1200	REGULAR SALARIES	222,333	242,796	237,688	237,688	256,369	All Public Works employees paid 30% from this fund. Other salaries paid as follows: Utility Billing/Accounting Specialist 75%; Office Specialist 75%; Accountant 50%; Grant Coordinator/Accounting Specialist 20%.
401-0401-533-1400	OVERTIME	10,811	10,000	10,000	10,000	10,000	For waterbreak afterhour response
401-0401-533-1500	INCENTIVE PAY - ON CALL, WATER & BACKFLOW CERTIFICATIONS	25,303	34,660	34,660	34,660	34,660	Water & Backflow certification recognition (Water I is \$3,500; Water II is add'l \$1,500; Backflow is \$260); On-Call incentive is \$100 per week for individual on-call, split w/ PW
401-0401-533-1501	INCENTIVE PAY - UB STIPEND	-	-	-	-	-	Stipend for cross-training an employee in utility billing.
401-0401-533-2100	FICA	26,786	32,770	33,027	33,027	31,530	same percentage as used for salaries allocated to this fund
401-0401-533-2200	RETIREMENT	59,366	74,021	75,756	75,756	74,343	same percentage as used for salaries allocated to this fund
401-0401-533-2301	HEALTH INSURANCE	38,692	53,039	44,874	44,874	50,968	same percentage as used for salaries allocated to this fund
401-0401-533-2302	DENTAL INSURANCE	980	1,186	1,172	1,172	1,139	same percentage as used for salaries allocated to this fund
401-0401-533-2303	LIFE AND DISABILITY INSURANCE	2,012	2,575	2,685	2,685	2,215	same percentage as used for salaries allocated to this fund
401-0401-533-2304	VISION INSURANCE	240	313	298	298	299	same percentage as used for salaries allocated to this fund
401-0401-533-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	104	122	119	119	118	same percentage as used for salaries allocated to this fund
401-0401-533-2400	WORKERS' COMP	13,000	13,159	13,159	13,159	14,475	Water Fund's share of worker's compensation insurance
401-0401-533-3100	PROFESSIONAL SERVICES	23,656	36,900	24,800	27,800	25,900	Valve & Hydrant Oversight/Inspections - \$15,000; Water Supply Work Plan Update carryforward - \$10,900
401-0401-533-3200	ACCOUNTING AND AUDITING	11,914	12,900	12,900	12,220	13,500	25% of audit & audit consultant costs; shared with General Fund
401-0401-533-3400	CONTRACTUAL SERVICES	5,813	3,000	3,000	1,000	3,000	Water sampling, TTHM/HAA5 testing, Cross Connection Control Monitoring (BSI), Lead and copper testing.
401-0401-533-3410	CONTRACTUAL SERVICES - PAYMENTS TO PORT ORANGE	888,780	900,000	900,000	915,000	935,300	Payments to Port Orange (water). Includes Port Orange 3% water rate increase effective 1/1/25
401-0401-533-3450	CONTRACTUAL SERVICES - SENSUS	2,157	2,400	2,100	2,100	2,400	Sensus autoread support
401-0401-533-3480	ENTERPRISE FLEET MAINT FEE	-	300	-	-	-	Fleet Maintenance Program - Enterprise
401-0401-533-4000	TRAVEL AND PER DIEM	525	4,000	3,000	1,000	4,000	Travel expenses for training
401-0401-533-4020	AUTO ALLOWANCE	3,700	4,930	5,710	5,000	6,490	Town Manager 15%
401-0401-533-4200	POSTAGE SERVICES	4,401	4,200	4,200	4,200	5,250	Pro-rata share to mail bills

**WATER OPERATIONS/MAINTENANCE
FUND 401**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
401-0401-533-4300	UTILITY SERVICES	495	500	500	692	565	Water & Electric (Approx 3% increase above amended 23/24)
401-0401-533-4400	RENTALS AND LEASES	275	9,600	9,600	9,600	9,600	Lease of 2 vehicles (split 50/50 with Water \$8,600), special equipment used for special projects during emergencies and unforeseen events, postage meter lease
401-0401-533-4500	INSURANCE - GENERAL	11,000	15,990	15,990	15,990	17,590	Water Fund's share of general insurance package
401-0401-533-4600 ⁽¹⁾	REPAIR & MAINTENANCE	5,713	-	-	-		
401-0401-533-4610 ⁽¹⁾	REPAIR & MAINTENANCE - VEHICLE	4,407	-	-	-		
401-0401-533-4620 ⁽¹⁾	REPAIR & MAINTENANCE-EQUIPMENT	5,786	-	-	-		
401-0401-533-4630 ⁽¹⁾	REPAIR & MAINTENANCE-HYDRANTS	20,880	-	-	-		
401-0401-533-4700	PRINTING AND BINDING	840	1,800	1,300	1,046	1,800	Forms, business cards, name plates, letterheads, blueprints, maps & envelopes
401-0401-533-4900	OTHER CHARGES & OBLIGATIONS	5,609	7,500	8,500	8,000	8,000	Water Quality Report, VCHD operating permit, white pages subscription, backflow device cablibration, water operators license renewals, Engineering license renewal
401-0401-533-4950	BANK SERVICE FEES	39,032	36,200	36,200	38,400	42,200	Bank Service Fees & On-line Payments - these fees are recouped through water utility customer payments.
401-0401-533-5100	OFFICE SUPPLIES	144	300	300	300	300	Includes general office supplies, pens, paper, toner, etc.
401-0401-533-5200	OPERATING EXPENSES	1,945	3,000	3,000	1,000	2,000	Includes misc shop supplies, utility locating paint/markers
401-0401-533-5210	FUEL	7,197	8,450	8,450	8,450	8,450	EIA Forcasting small decrease - Keeping 23/24 Budget amounts
401-0401-533-5250	NON-CAPITAL EQUIPMENT	2,962	8,000	10,500	7,062	7,500	Misc tools & meter boxes
401-0401-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,266	1,700	1,700	1,700	1,900	APWA Membership (split 50/50 with Public Works), Florida Rural Water Association membership
401-0401-533-5500	TRAINING	3,408	5,000	4,500	4,500	5,000	Water operations training, including water distribution, backflow testing and repair through FWPCOA, APWA, ASCE and FES, engineering license renewal CEU's, Management training
401-0401-533-6200	BUILDING IMPROVEMENTS	6,713					
401-0401-533-6300	IMPROVEMENTS OTHER THAN BUILDING	-					
401-0401-533-6400	MACHINERY & EQUIPMENT	4,702	12,000	5,500	-	-	
401-0401-533-6470	MACHINE & EQUIPMENT - VEHICLES	-	-	-	-		
401-0401-533-9100	TRANSFER TO RESERVES						
401-0401-533-9101	TRANSFER TO GF - IT SERVICES	70,495	71,421	71,421	35,710	35,005	5% of total IT department budget transferred to General Fund
401-0401-533-9114	TRANSFER TO DEBT SVC - SRF - 411	62,000	62,000	62,000	62,000	62,000	For water system improvements debt service
401-0401-533-9405	TRANSFER TO WATER R & R - 405	-	177,000	177,000	110,200	135,900	Move to Water Renewal & Replacement Fund - 405
TOTAL		1,697,969	1,943,701	1,943,701	1,821,172	1,912,331	

Note: ⁽¹⁾ Effective FY24, Water Renewal & Replacement was moved into its own fund (405). In prior fiscal years, Renewal & Replacement was rolled into Water Enterprise Fund (401).

**REFUSE
FUND 402**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
402-0000-343-4000	SERVICE CHARGE - SOLID WASTE	418,642	482,160	482,160	487,000	486,300	FY 23/24: estimated with increase to \$35/month. The revised rate is effective through FY 24/25.
402-0000-380-1000	TRANSFER FROM RESERVES	24,995			-		FY23/24 fund balance \$6,389 per audit of FY 22/23
TOTAL		443,637	482,160	482,160	487,000	486,300	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
402-0402-534-3400	CONTRACTUAL SERVICES	407,137	443,312	443,312	447,300	464,000	Increased expense due to higher rate in FY 24/25 charged to the Town by waste hauler (\$33.39/est month x 1,158 customers)
402-0402-534-3401	CONTRACTUAL SERVICES - HAZARDOUS WASTE DISPOSAL EVENT		1,500	1,500	-	6,000	
402-0402-534-3402	CONTRACTUAL SERVICES - PAPER SHREDDING EVENT		750	750	-	2,000	
402-0402-534-9100	TRANSFER TO RESERVES		98	98	3,200	-	
402-0402-534-9101	TRANSFER TO GENERAL FUND	24,000	24,000	24,000	24,000	1,800	
402-0402-534-9121	TRANSFER TO DEBT SERVICE - SRF - 201	12,500	12,500	12,500	12,500	12,500	
TOTAL		443,637	482,160	482,160	487,000	486,300	

**SEWER
FUND 403**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
403-0000-324-2100	IMPACT FEE - SEWER - PORT ORANGE	43,776	28,959	28,959	28,959	20,760	Impact fees are based upon each new residential unit - (8 x \$2,595 each).
403-0000-343-5000	SEWER UTILITY - SALES	1,021,161	1,058,250	1,058,250	1,073,000	1,118,700	Collected for pass-through payment to Port Orange, based on 5.75% Port Orange rate increase effective 1/1/25
403-0000-343-5100	SEWER CONNECTION FEES	16,800	19,950	19,950	19,950	14,000	Connection fees are based upon each new residential unit - (8 x \$1,750).
403-0000-349-1000	OTHER CHARGES FOR SERVICE - ADMINISTRATIVE FEE	23,962	24,393	24,393	24,393	24,832	Paid to Town from Port Orange for processing utility billing
403-0000-349-7000	SEWER ENERGY CHARGE	-	-	-	-	-	
403-0000-381-9000	TRANSFER FROM RESERVES	1,014	607	607	607	168	FY 23/24 fund balance \$6,515 per audit of FY 22/23
	TOTAL	1,106,713	1,132,159	1,132,159	1,146,909	1,178,460	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
403-0403-535-3410	CONTRACTUAL SERVICES - PAYMENTS TO PORT ORANGE	1,021,137	1,058,250	1,058,250	1,073,000	1,118,700	Payment to Port Orange includes 5.75% increase effective 1/1/25
403-0403-535-5800	IMPACT FEES & CONNECTION FEES	60,576	48,909	48,909	48,909	34,760	Impact fees and connection fees to Port Orange.
403-0403-535-9100	TRANSFER TO RESERVES		-	-	-		
403-0403-535-9101	TRANSFER TO GENERAL FUND	12,500	12,500	12,500	12,500	12,500	
403-0403-535-9121	TRANSFER TO DEBT SERVICE - SRF - 201	12,500	12,500	12,500	12,500	12,500	
	TOTAL	1,106,713	1,132,159	1,132,159	1,146,909	1,178,460	

**WATER EXPANSION
FUND 404**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
404-0000-324-2100	IMPACT FEES - PONCE INLET	9,162	15,216	15,216	15,216	8,144	Impact & Connection Fees based upon each 8 new residential units@ \$1,018
404-0000-324-2110	IMPACT FEES - PORT ORANGE	16,245	22,794	22,794	22,794	15,450	Impact fees are based upon each new residential unit - (8 x 1,931 each).
404-0000-380-1000	TRANSFER FROM RESERVES	-	6,500	6,500	6,500	4,356	FY 23/24 fund balance \$164,448, per audit of FY 22/23
TOTAL		25,407	44,510	44,510	44,510	27,950	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
404-0404-533-3100	PROFESSIONAL SERVICES	-	-	-	-	-	
404-0404-533-5250	NON-CAPITAL EQUIPMENT	-	10,000	10,000	10,000	5,000	Misc. meter & connection hardware
404-0404-533-5300	ROAD MATERIALS & SUPPLIES	-	-	-	-	-	
404-0404-533-5800	IMPACT FEES - PORT ORANGE	16,245	22,794	22,794	22,794	15,450	Portion of impact fees collected that would be paid to Port Orange. Includes estimated Port Orange rate increase.
404-0404-533-6300	IMPROVEMENTS OTHER THAN BUILDING	-	7,500	7,500	7,500	7,500	General expansion to include street crossings, borings, directional drills and water main crossings
404-0404-533-6400	MACHINERY & EQUIP	-	-	-	-	-	
404-0404-533-9100	TRANSFER TO RESERVES	9,162	4,216	4,216	4,216	-	
TOTAL		25,407	44,510	44,510	44,510	27,950	

**WATER RENEWAL AND REPLACEMENT
FUND 405**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
405-0000-382-9401	TRANSFER FROM 401 FUND	-	177,000	177,000	110,200	135,900	
405-0000-382-9000	TRANSFER FROM RESERVES	-	-		-		
	TOTAL	-	177,000	177,000	110,200	135,900	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
405-0405-533-4600	REPAIR & MAINTENANCE	-	15,000	8,600	3,900	5,000	Supplies for water line maintenance & repairs, meter locks, valve repair & replacement
405-0405-533-4610	REPAIR & MAINTENANCE - VEHICLE	-	12,000	5,100	1,950	3,000	50% Vehicle Repairs (split with PW)
405-0405-533-4620	REPAIR & MAINTENANCE - EQUIPMENT	-	15,000	8,100	6,550	8,000	50% equipment repairs (split with PW)
405-0405-533-4630	REPAIR & MAINTENANCE - HYDRANTS	-	35,000	41,900	41,900	41,900	Hydrant and Valve repair & maintenance
405-0405-533-6400	MACHINE & EQUIPMENT	-	-	13,300	5,900	53,000	4 Fire Hydrants (32,000), Hydrant meters (6,000) & 1 Autoflushers (15,000)
405-0405-533-9100	TRANSFER TO RESERVES	-	100,000	100,000	50,000	25,000	
	TOTAL	-	177,000	177,000	110,200	135,900	

Note: Effective FY24, Water Renewal & Replacement was moved into its own fund (405). In prior fiscal years, Renewal & Replacement was rolled into Water Enterprise Fund (401).

**DEBT SERVICE - WATER SYSTEM IMPROVEMENTS
FUND 411**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
REVENUES							
411-0000-381-8401	TRANSFER FROM 401 FUND	62,000	62,000	62,000	62,000	62,000	
411-0000-381-9000	TRANSFER FROM RESERVES	-	-		-	-	FY23/24 fund balance \$59,731 per audit of FY 22/23.
	TOTAL	62,000	62,000	62,000	62,000	62,000	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 22/23	ADOPTED 23/24	MID-YEAR AMENDED 23/24	AMENDED 23/24	PROPOSED 24/25	Comments
EXPENSES							
411-0411-517-7100	DEBT SERVICE - PRINCIPAL	53,290	53,830	53,830	53,830	54,375	Water System Improvement SRF Loan - FY24/25 is the 8th year of a 20 year loan.
411-0411-517-7200	DEBT SERVICE - INTEREST	8,537	7,998	7,998	7,998	7,453	
411-0411-517-9100	TRANSFER TO RESERVES	173	172	172	172	172	
	TOTAL	62,000	62,000	62,000	62,000	62,000	



Meeting Date: 9/19/2024

Agenda Item: 11-A

Report to Town Council

Topic: Resolution 2024-17 – Accepting the results of the Town’s general election held on August 20, 2024.

Summary: Staff has prepared Resolution 2024-17 to formally accept the results of the Town’s General Election which was held August 20, 2024.

Suggested motion: To approve Resolution 2024-17 as presented.

Requested by: Ms. Cherbano, Town Clerk

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet – Office of the Town Clerk

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: Stephanie Gjessing, Assistant Deputy Clerk
Through: Kim Cherbano, Town Clerk
Date: September 10, 2024
Subject: Resolution 2024-17 – Accepting the results of the Town’s general election held on August 20, 2024.

MEETING DATE: September 19, 2024

The Town’s General Election was held on August 20, 2024, for Council Seat #4. Seat #2 (Councilmember Bill Milano) was unopposed and automatically re-elected. The Volusia County Canvassing Board has certified the results of the Election. Staff has prepared Resolution 2024-17 for formal acceptance of these results.

Ponce Inlet’s General Election Results are as follows:

Council Member / Seat #4

Jair Kessler	349 votes – 28.33%
Joseph Villanella	883 votes – 71.67%

RESOLUTION NO. 2024-17

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, ACCEPTING THE RESULTS OF THE AUGUST 20, 2024 ELECTION AS CANVASSED BY THE VOLUSIA COUNTY CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-111 of the Town of Ponce Inlet Code of Ordinances, the Volusia County Canvassing Board, serving also as the Town of Ponce Inlet's Canvassing Board, has canvassed the votes cast at the regular Town election held on August 20, 2024, and has reported the results of said election to the Town.

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

SECTION 1. Results of Election of August 20, 2024. The Town Council hereby accepts the results of the August 20, 2024, Town Election, as provided to the Town Council by the Town of Ponce Inlet Canvassing Board. Said certification by the Canvassing Board, attached to this Resolution and made a part hereof, is hereby ratified and confirmed.

SECTION 2. Effect of Certification/Results of Election. The Town Council hereby finds and concludes that the winners of the referenced election races are:

Councilmember, Seat 2: Bill Milano
Councilmember, Seat 4: Joe Villanella

All are qualified winning candidates and shall take office in accordance with the provisions of Section 3.02 of the Town Charter of the Town of Ponce Inlet.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

It was moved by _____ and seconded by _____ 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 19th day of September 2024

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, Town Clerk

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

We, the undersigned, DAVID FOXMAN, County Court Judge, FRANK BRUNO, Canvassing Board Member, LISA LEWIS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Second day of August, 2024 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Twentieth day of August, 2024 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For County Chair, the whole number of votes cast was 84,540 of which

Jeff Brower	received	35,592 votes
Don Burnette	received	10,823 votes
Deborah 'Deb' Denys	received	14,696 votes
Randy Dye	received	23,429 votes

For School Board, District 2, the whole number of votes cast was 14,366 of which

Cassie Gonyer	received	4,315 votes
Krista Goodrich	received	6,591 votes
Angela Kopnicky	received	3,460 votes

For School Board, District 4, the whole number of votes cast was 21,965 of which

Donna Brosemer	received	9,601 votes
Sarah Marzilli	received	3,662 votes
Carl G Persis	received	8,702 votes

For DeLand City Commissioner Seat 2, the whole number of votes cast was 5,751 of which

Harper Hill	received	2,391 votes
Richard "Charlie" Paiva	received	3,360 votes

For Deltona City Commissioner District 1, the whole number of votes cast was 1,186 of which

Morris "Gunny" Froscher	received	244 votes
Davison Heriot	received	516 votes
Brandy White	received	426 votes

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

For Deltona City Commissioner District 2, the whole number of votes cast was 1,704 of which

Elizabeth Chavez	received	281 votes
Emma Santiago	received	866 votes
Troy Shimkus	received	557 votes

For Holly Hill City Commissioner District 1, the whole number of votes cast was 1,486 of which

Arthur J. Byrnes	received	682 votes
Debra Snow	received	804 votes

For New Smyrna Beach Mayor, the whole number of votes cast was 7,087 of which

Fred Cleveland	received	5,438 votes
Francis T. Dalton Jr	received	965 votes
Lou Pate	received	684 votes

For Ormond Beach City Commissioner Zone, the whole number of votes cast was 2,675 of which

Barbara Bonarrigo	received	865 votes
Kristin Deaton	received	1,390 votes
Daniel Dragone	received	420 votes

For Ponce Inlet Town Council Seat 4, the whole number of votes cast was 1,232 of which

Jair Kessler	received	349 votes
Joe Villanella	received	883 votes

For Port Orange Mayor, the whole number of votes cast was 10,968 of which

Derek LaMontagne	received	3,406 votes
Scott Stiltner	received	7,562 votes

For Port Orange City Council District 3, the whole number of votes cast was 10,430 of which


Shawn Goepfert	received	6,498 votes
Barry Pitek	received	3,932 votes

For Port Orange City Council District 4, the whole number of votes cast was 10,716 of which

Lance Green	received	5,953 votes
Joe Mialki	received	4,763 votes

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.


COUNTY COURT JUDGE


CANVASSING BOARD MEMBER


SUPERVISOR OF ELECTIONS



Meeting Date: 9/19/2024

Agenda Item: 11-B

Report to Town Council

Topic: Resolution 2024-18 – Request for Supplemental Appropriation in the FY 23/24 budget for repair of pilings at the Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and docks at the boat ramp.

Summary: This appropriation will fund the necessary repairs to the pilings at Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and the docks at the Ponce Inlet boat ramp.

Suggested motion: To approve Resolution 2024-18, authorizing the supplemental appropriation of \$125,000 from the General Fund excess revenue in building permits to fund the necessary piling repairs at the Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and the docks at the Ponce Inlet boat ramp.

Requested by: Chief Scales, Public Safety Director

Approved by: Mr. Disher, Town Manager



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: September 12, 2024
Subject: Resolution 2024-18 – Request for Supplemental Appropriation in the FY 23/24 budget for repair of pilings at the Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and docks at the Ponce Inlet boat ramp.

MEETING DATE: September 19, 2024

PURPOSE

The purpose of this staff report is to request Town Council approval of Resolution 2024-18, authorizing a supplemental appropriation from the General Fund's Building Permit revenue account in the amount of \$125,000. This appropriation will fund the necessary repairs to the pilings at Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and the docks at the Ponce Inlet boat ramp.

BACKGROUND

Beginning in June of this year, the Town hired Even Keel Diving Services, LLC to assess the structural integrity of the boardwalk pilings at Ponce Preserve and Timucuan Oaks, along with the two docks at the Town's boat ramp. The assessment revealed that many of the pilings are unsafe and require immediate repair, which lead to the temporary closure of the Ponce Preserve boardwalk. These repairs are essential to maintain public safety and the continued usability of these facilities.

The projected costs for these projects are as follows:

- Ponce Preserve boardwalk pilings: \$79,066.29 (quote)
- Timucuan Oaks boardwalk pilings: \$18,571.82 (quote)
- Dock pilings at Ponce Inlet Boat Ramp: \$27,361.89 (estimated)
- TOTAL:

FUNDING

The total supplemental appropriation request is \$125,000. Funds will be transferred from the General Fund revenue account for building permit fees (001-0000-322-0000) to the Parks and Recreation expenditure account for improvements other than buildings (001-0072-572-6300). In

FY 23/24, the building permit revenue account took in almost \$150,000 more than originally anticipated.

PROJECT STATUS

The repair is anticipated to begin in the next 1-2 weeks, following permitting and delivery of materials.

RECOMMENDATION

Staff recommends that the Town Council approve Resolution 2024-18, authorizing the supplemental appropriation of \$125,000 from the General Fund excess revenue in building permits to fund the necessary piling repairs at the Ponce Preserve boardwalk, Timucuan Oaks boardwalk, and the docks at the Ponce Inlet boat ramp.

RESOLUTION 2024-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, AUTHORIZING A SUPPLEMENTAL APPROPRIATION 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 appropriations in the amount of \$125,000 from General Fund additional Building Permit revenue in 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 19th day of September 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: Dan Scales

SUBJECT: Budget Amendment Resolution

RESOLUTION # 2024-18

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		
Revenues/Sources: increase/(decrease)			
GENERAL FUND			
001-0000-322-0000	Building Permits	\$	125,000
		Total Revenues	\$ 125,000
Expenditures: increase/(decrease)			
GENERAL FUND			
Parks & Recreation Department			
001-0072-572-6300		\$	125,000
		Total Expenses	\$ 125,000



Meeting Date: 9/19/2024

Agenda Item: 11-C

Report to Town Council

Topic: Purchase of 75' quint fire apparatus.

- i. Request to purchase a 75' quint apparatus from Matheny Fire and Emergency in the amount of \$1,263,200.
- ii. Acceptance of proposal from TD Equipment Finance, Inc. for the financing of the 75' quint fire apparatus.
- iii. Resolution 2024-19 – Authorizing the execution and delivery of a lease-purchase agreement with TD Equipment Finance, Inc. for the acquisition, financing, leasing, and purchase of a 75' quint fire apparatus from Matheny Fire and Emergency.

Summary: Please see attached staff memorandum.

Suggested motion:

- i. To approve the purchase of a 75' quint apparatus from Matheny Fire and Emergency in the amount of \$1,263,200.
- ii. To approve the capital lease-purchase proposal from TD Equipment Finance, Inc. for the acquisition of the new fire apparatus.
- iii. To approve Resolution 2024-19 authorizing the execution and delivery of a lease-purchase agreement with TD Equipment Finance, Inc. for the acquisition, financing, leasing, and purchase of a 75' quint fire apparatus from Matheny Fire and Emergency.

Requested by: Chief Scales, Public Safety Director

Approved by: Mr. Disher, Town Manager



Meeting Date: 9/19/2024

Agenda Item: 11C – i.

Report to Town Council

Topic: Request to purchase a 75' quint apparatus from Matheny Fire and Emergency in the amount of \$1,263,200.

Items Included:

- Staff Report
- Apparatus Proposal
- Apparatus Specifications
- Staff report presented to the Essential Services Advisory Board – January 11, 2024.
- Staff report presented to the Essential Services Advisory Board – March 7, 2024.



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: September 12, 2024
Subject: Request to purchase a 75' Quint Apparatus from Matheny Fire and Emergency in the amount of \$1,263,200

MEETING DATE: September 19, 2024

Background:

The Fire Department currently operates a 15-year-old fire engine that has begun to experience significant maintenance and reliability issues. With the typical lifespan of fire apparatus ranging from 10 to 15 years, replacement must be considered at this time. In January 2024, the Essential Services Advisory Board (ESAB) reviewed a proposal for the acquisition of a new aerial apparatus and strongly supported it, favoring this option over a traditional fire engine. The decision was based on multiple factors, including local building types, structure heights, and staffing capabilities. At its March 2024 meeting, the ESAB ranked the replacement fire apparatus No. 3 on its priority list of budget recommendations to the Town Council.

Proposal:

The department seeks to purchase a 75' Quint apparatus, which is a versatile vehicle that performs five critical firefighting functions:

1. Fire pump with a capacity of 1,500 GPM.
2. 500-gallon water tank.
3. Fire hose deployment capability.
4. Aerial ladder for elevated operations.
5. Ground ladders for access and egress at fire scenes.

Justification:

This multipurpose vehicle will enhance the department's operational flexibility and improve emergency response capabilities.

1. **Operational Efficiency:** The Quint offers advanced operational flexibility by combining the functions of a pumper truck with the additional reach of a 75' aerial ladder. It will allow the department to respond to a variety of emergency situations more effectively.

2. **Staffing:** The current staffing levels are sufficient to operate the Quint without the need for additional personnel. This operational practicality will allow the department to maximize the use of existing resources.
3. **Building Composition:** Ponce Inlet has a significant number of buildings that are taller than two stories, including 105 buildings that are 2.5 stories or higher. With over 1,800 units in townhome and high-rise structures, the need for an aerial apparatus is critical for effective firefighting operations.
4. **Geographical Response Challenges:** The closest neighboring departments with an aerial apparatus are in Daytona Beach and Port Orange. Deployment from these locations requires an average of 18 minutes to arrive on the scene in Ponce Inlet, making it crucial to have an in-town solution for faster emergency response.

Early Purchase Benefits:

Acquiring a new fire apparatus is not like purchasing a family car. It typically takes 2-3 years to take possession of the vehicle after it has been ordered. However, in discussions with regional emergency vehicle dealers, staff is aware of a Quint 75 vehicle that is available now. Taking delivery of the pre-built apparatus in FY 24/25 will provide significant cost savings, avoiding a significant price increase due to new EPA regulations and other adjustments. The new apparatus will be delivered earlier than the typical 2-3-year timeline, further reducing primary vehicle maintenance costs.

Recommendation:

It is recommended that the Town Council approve the request to proceed with the purchase of the 75' Quint apparatus in the amount of \$1,263,200. The acquisition of this vehicle will enhance the Fire Department's operational capabilities, improve firefighter safety, and provide long-term cost efficiency. Under the latest financing proposals received by the Town, the first payment would be scheduled for October 2025.

Apparatus Proposal

DATE: September 11, 2024

Proposal has been prepared for:

PONCE INLET FIRE DEPARTMENT

Matheny Fire & Emergency is pleased to offer Ponce Inlet Fire Department one (1) E-ONE HP75 Ladder on a Spartan chassis, Shop Order 146701. This vehicle shall be in accordance with the attached specifications and is priced according to the open contract with Orange County (Y20-1023). The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Matheny Fire & Emergency Proposal.

Unit 146701, is available now on a first come first served basis.

E-ONE 75' Aerial Ladder Per SO 146701	\$1,328,000.00
10% Discount per Orange County Contract	(\$132,800.00)
Sub-Total	\$1,195,200.00
Graphics, Equipment & Service Allowance	\$ 28,000.00
Hose, Ground Ladders, Etc.	\$ 40,000.00
Total Customer Price	\$1,263,200.00

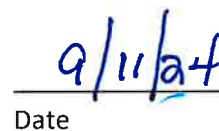
CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.



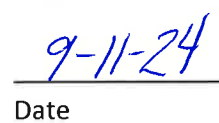
Sarah Jackson – Territory Sales Manager



Date



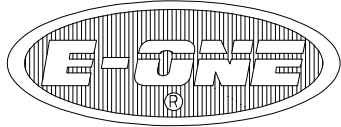
Dee Daniels – Director of Apparatus Sales



Date

**FERRARA****Road Rescue**
Commercial Vehicle & Equipment Division





HALL-MARK RTC
OCALA, FL
S.O. 146701 / QUOTE 124542
AERIAL SIDESTACKER BODY
HP75 AERIAL LADDER

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

(FOR INTERNAL SALES PURPOSES ONLY)

DEALER APPROVAL

DATE

☐ AS IS

CUSTOMER APPROVAL

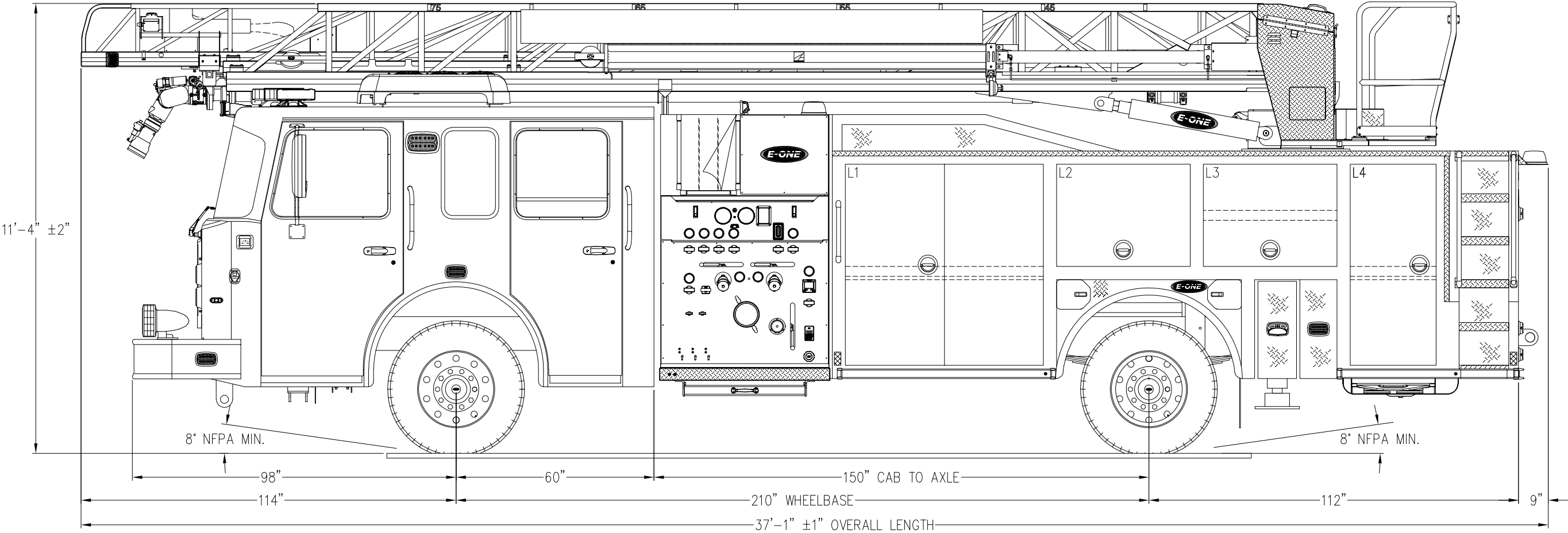
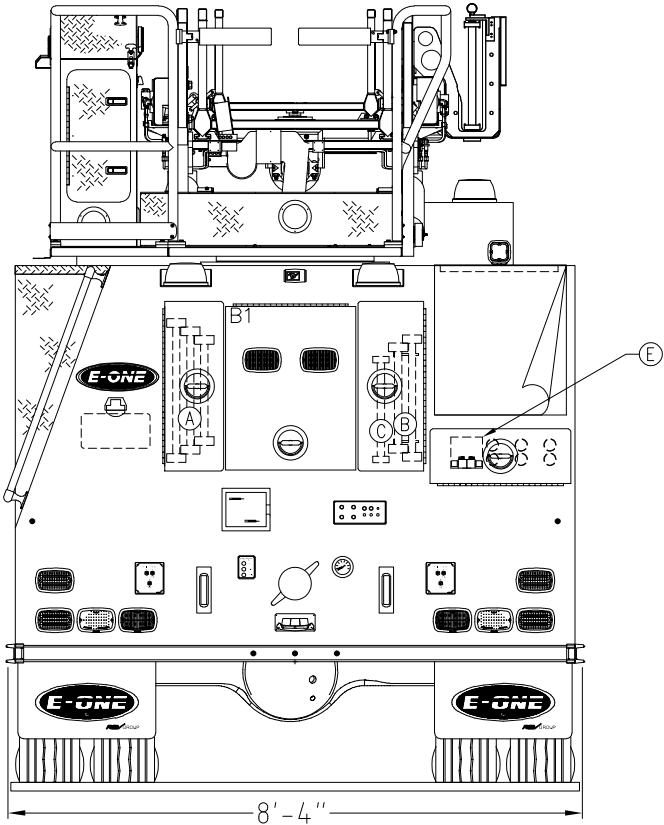
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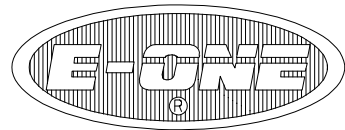
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1500 GPM HALE QMAX PUMP 500 GALLON WATER TANK				HOSE LOAD:		
				NFPA COMPLIANT		
COMPT.	OPENING		INTERIOR DIMENSION			
L1	60W	61H	60W 60W	35H 26H	24D 26D	UPPER LOWER
L2	40W	31H	40W	35H	24D	
L3	40W	31H	40W 40W	21H 14H	21D 24D	UPPER LOWER
L4	26W	61H	26W 26W	35H 26H	24D 26D	UPPER LOWER
R1	60W	61H	60W 60W	35H 26H	23D 26D	UPPER LOWER
R2	47W	26H	45W	26H	26D	
B1	21W	28H	TURNTABLE ACCESS ONLY			
GROUND LADDERS						
ITEM	LADDER LENGTH		MODEL NUMBER		QTY	
A	35' 3-SECT.		PEL3-35		1	
B	28' 2-SECT.		PEL-28		1	
C	16' ROOF		PRL-16		1	
D	14' ROOF		PRL-14		1	
E	10' FOLDING		FL-10		1	

ON AERIAL

ON AERIAL





HALL-MARK RTC
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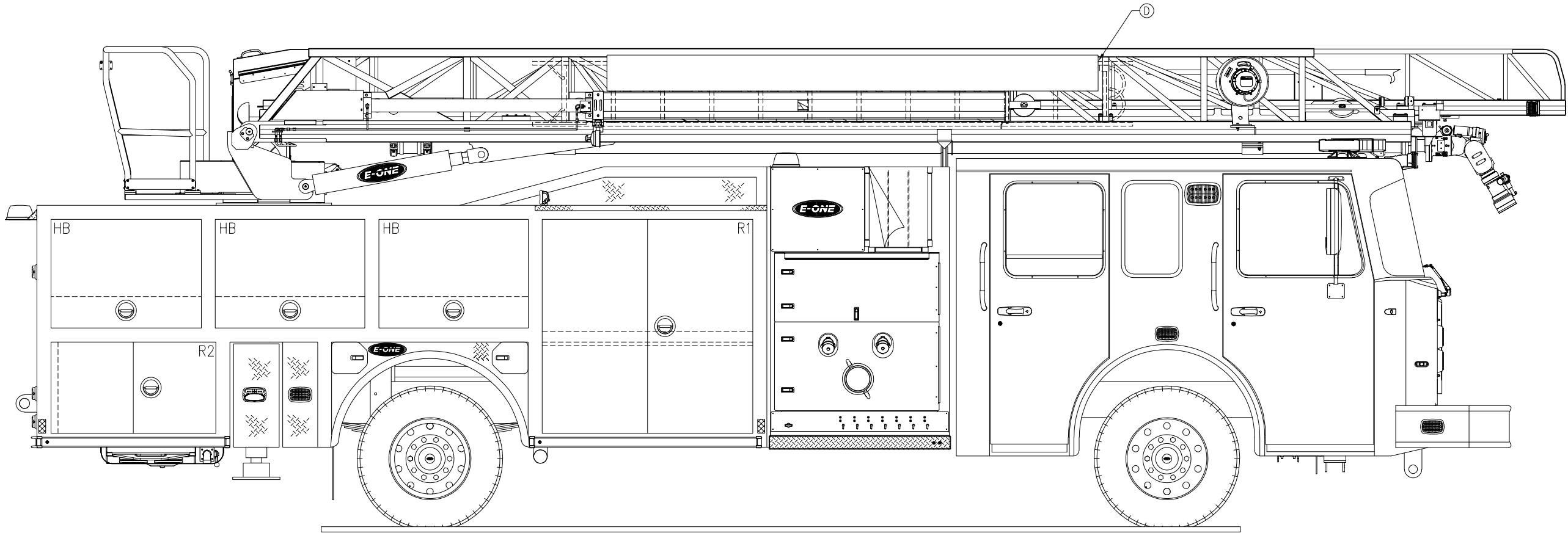
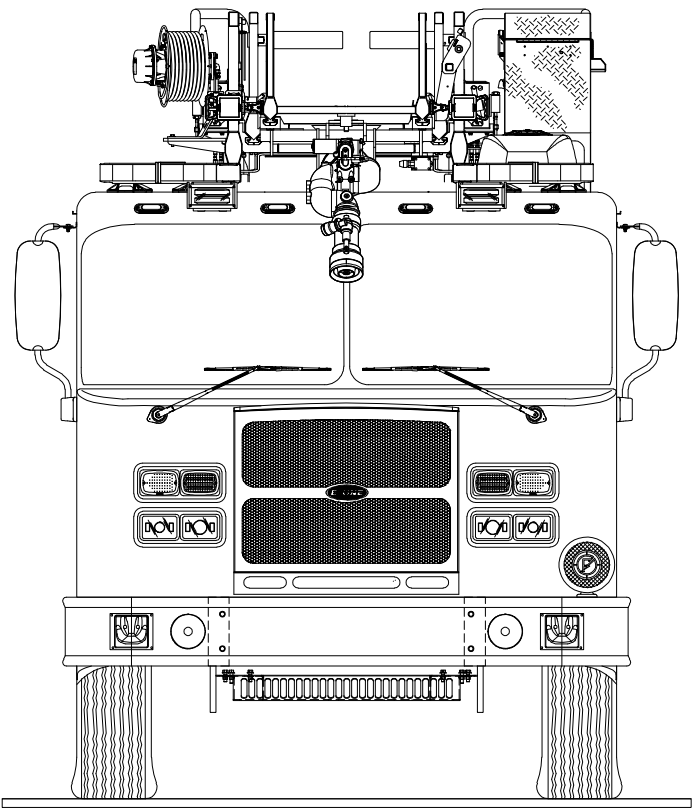
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☐ AS IS

CUSTOMER APPROVAL

DATE

☐ WITH REVISIONS





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: Essential Services Advisory Board
From: Daniel Scales, Public Safety Director
Date: December 20, 2023
Subject: Fire Department Capital Projects and Equipment Preliminary Request for FY 24/25

MEETING DATE: January 11, 2024

This memo will provide the Essential Services Advisory Board with the fire department's preliminary capital budget request. Projects and equipment not meeting the \$50,000 threshold are provided for informational purposes. Capital projects and equipment meeting the threshold will be formally presented at the March 2024 board meeting in greater detail.

CAPITAL PROJECTS AND EQUIPMENT REQUEST AT OR GREATER THAN \$50,000

Replacement Fire Apparatus - \$1,000,000 - \$1,500,000

The current fire engine is now 15 years old and will need to be replaced within the next year. The frequency of repairs increases every year, which impacts the reliability of the engine and its' ability to respond. A new fire apparatus will provide the fire department with modern crew safety features along with enhanced firefighting technology. The department is proposing two options for a replacement.

1. Quint 75' Ladder, \$1,500,000 – A Quint 75' aerial device will provide the department and the town with the most well-rounded piece of firefighting apparatus. It will provide the same water pumping capacity with the addition of a 75' ladder that will allow for rescue from multi-level structures and providing an elevated platform to apply water to burning structures. The addition of an aerial device will also provide the town with significant towards our community ISO rating, which impacts property insurance rates in Ponce Inlet.
2. Traditional Fire Engine, \$1,000,000 – This unit would replace the current fire engine, providing similar firefighting capability. New safety features for crews and streamlined firefighting deployment will be part of the engine's design. A new piece of apparatus will be significantly more reliable and less costly to repair.

Normally we would bring this item to you in 2-3 years. The challenge that all fire departments are facing replacing fire apparatus the delay in delivery times from order. There is an average 2–3-year delay in delivery of fire apparatus from the date of order, this extends to all firefighting apparatus vendors. To assure the town secures a new piece of apparatus within the next 2-3 years, an order must be placed in the near future to secure a reasonable delivery schedule. With that information, fire administration has performed an extensive

review of community risks as identified in our Standard of Cover/Community Risk Assessment document and by direct examination (recent structure fire activity). Staff recommends that the town purchase a Quint for its replacement fire engine. The current engine would be maintained as a reserve piece and serve as a back-up. Prices for both apparatus options include all hose and associated fire equipment. There are different funding options available to the town to acquire the equipment while minimizing the financial burden of acquisition.

Second Set of Firefighting Gear - \$52,000,

Firefighter turnout gear is a crucial aspect of firefighting equipment and the safety of firefighters. As per the Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) regulations, it is mandatory for firefighters to wear protective gear that meets the minimum standards for safety and functionality.

Having a second set of turnout gear ensures that firefighters have a backup in case their primary gear becomes damaged or contaminated during an emergency response. In case of an unexpected fire, firefighters might have to enter a building more than once, increasing the chances of gear damage or contamination. A second set of gear provides a clean and safe option for the firefighter to continue their work without any compromise on their safety.

Moreover, if the primary set of gear is sent for repair, the second set can be used as a temporary replacement, ensuring that the firefighter is not left without protective gear. In addition, having a backup set of gear enables the department to rotate its usage, reducing the wear and tear of each set and increasing its lifespan.

OSHA requires employers to provide personal protective equipment (PPE) to employees who may be exposed to hazards that can cause injury or death. Firefighters are exposed to a variety of hazardous conditions, such as heat, smoke, toxic gases, and chemicals, and they need proper PPE to protect themselves while performing their duties.

The NFPA establishes the standards for firefighting PPE, including turnout gear, which is designed to provide protection from heat, flames, and hazardous substances. NFPA also requires that firefighting PPE be inspected and maintained regularly to ensure it remains in good condition and provides adequate protection.

Having a backup set of gear also ensures that firefighters are always prepared to respond to emergencies and perform their duties safely. A second set of firefighter turnout gear is a vital aspect of firefighting equipment and complies with OSHA and NFPA regulations. It provides a backup option in case of damage or contamination and ensures the firefighter's safety while performing their duties.

Replacement Cascade System - \$60,000 (could be deferred to FY 24/25)

Purchase one replacement (1) stationary, 230-volt AC electric, 6000 psi Cascade breathing air filling system and Class 2 containment style filling station with a compressor, an OSHA-compliant purifying air treatment system capable of producing Grade D breathing air in accordance with ANSI G-7.1 (including O₂-oxygen, CO-carbon monoxide, CO₂-carbon dioxide, and H₂O-moisture monitoring), and including four (4) reservoir fill tanks, and 2 air bottle cylinder filling stations to provide fast refill capability needed for large fires, chemical hazard emergencies, and mutual aid to surrounding fire districts.

The SCBA cascade system will replace the current unit that is over 20 years old and was originally purchased second hand. Any repairs to the current SCBA unit that are needed requires a search for parts that typically takes more than two weeks. The repair service provider indicated to us that the device is one major failure away from condemning the unit, with the reliability of the unit now in question due to the unit's age and use history. Regular air samples still pass acceptance standards, but we expect the unit's age to adversely impact its' ability to provide safe breathing air for our SCBA bottles. We are experiencing excessively long fill times even to fill a 4500lb SCBA bottle, we estimate the time has increased to almost 50% longer than just 2 years ago.

By purchasing a replacement Cascade fill system, fire fighters and first responders to IDLH emergencies can quickly refill SCBA tanks and cylinders at the fire station should there be a an IDLH emergency or should a lengthy structure fire occur. Recently, the town suffered a significant large home structure fire that required an extended suppression effort, lasting 5 hours.

The purchase of a replacement cascade fill system will also allow and facilitate performance of required monthly inspections, functional checks, and SCBA charging of emergency air packs as required by OSHA regulation 29CFR1910.134. The cascade system will provide Grade D Breathing Air in accordance with ANSI G-7.1 so as to ensure firefighter safety when the SCBA must be used. All employees are currently trained in the bottle fill process, and the vendor of the new unit will be responsible for providing instruction as part of the purchase agreement.

CAPITAL PROJECTS AND EQUIPMET REQUEST LESS THAN \$50,000

Replacement fire hose - \$30,000

The fire hose currently in service has met its' 10-year service life and will need to be replaced. Using hose beyond the 10-year service life represents a greater chance of failure in a critical situation. To date, the fire department has not experienced any hose failures at emergency incidents.

Fire hoses are crucial life-saving equipment for firefighters, and their condition can directly impact their effectiveness and firefighter safety. Additional justifications for the replacement hose request are below.

Safety Concerns:

- **Reduced Water Flow** - Over time, fire hoses can degrade and develop internal blockages, cracks, or weak spots. This can significantly reduce water flow, hindering firefighting efforts and potentially putting lives at risk.
- **Burst Risk** - Worn hoses are more prone to bursting under pressure, potentially injuring firefighters or bystanders. A sudden hose burst can also disrupt firefighting operations, allowing the fire to spread.
- **Leaks and Inoperability** - Leaks in the hose can waste precious water pressure and reduce the effectiveness of the firefighting stream. In severe cases, leaks can render the hose completely inoperable during a critical situation.

Performance Issues:

- **Kinking and Tangling** - Degraded hoses become less flexible and more prone to kinking or tangling during deployment. This can delay firefighting efforts and create safety hazards for firefighters.
- **Reduced Pressure** - Even without visible damage, aging can decrease the hose's ability to withstand water pressure. This can lead to weaker water streams and hamper firefighting effectiveness.

Compliance and Liability:

- **NFPA Regulations** - the National Fire Protection Association (NFPA) Standard 1961 sets guidelines for the care, use, and replacement of fire hoses. Failing to comply with these standards can increase the risk of accidents and potential liability issues.
- **Manufacturer Recommendations** - Each hose manufacturer specifies a service life for their products based on factors like material, construction, and use. Exceeding the recommended service life can void warranty coverage and increase the risk of failure.

Fire hose is not just equipment; it's a potentially life-saving tool. Taking proactive steps to maintain and replace hoses when needed is an essential investment in firefighter safety and public well-being.

Additional Power Stretcher - \$42,000

The fire department currently owns one power load stretcher, which is located in the primary ambulance. The power stretcher has been a game-changer when it comes to crew and patient safety. The use of the power stretcher has virtually eliminated workers' compensation claims involving stretcher use injuries. The fire department is requesting an additional power stretcher to allow the current stretcher to be placed in our back-up ambulance. This will provide the fire department with a second patient transport unit as well as a back-up stretcher in the event of an equipment failure. While stretcher failures have occurred infrequently, the failures have impacted the fire department's ability to transport patients. Having a second power stretcher will provide a ready, deployable back-up stretcher.

Bunker Gear Dryer - \$15,000

The fire department is requesting a firefighting gear ensemble (bunker gear) to accompany the already purchased bunker gear washing machine. Currently cleaned bunker gear is required to air-dry after washing. The addition of a bunker gear dryer will provide the following benefits.

- **Improved Safety** - Wet gear loses its insulating properties, increasing the risk of heat stress, burns, and hypothermia during fire operations. Dryers ensure gear is ready for immediate use, maintaining its thermal protection and maximizing firefighter safety.
- **Reduced Health Risks** - Damp gear fosters the growth of mold and mildew, which can trigger allergies, respiratory issues, and skin infections. Dryers prevent this growth, safeguarding the health and well-being of firefighters.
- **Faster Gear Availability** - Traditional air drying can take hours, leaving gear unavailable for subsequent calls. Dryers significantly reduce drying time, ensuring prompt deployment and operational preparedness.
- **Extended Gear Life** - Wet gear degrades faster, increasing replacement costs and downtime. Dryers help preserve gear longevity, saving money and ensuring firefighter protection for longer.
- **Improved Morale** - Knowing their gear is clean, dry, and readily available boosts firefighter morale and confidence, fostering a safer and more positive work environment.
- **Compliance with Regulations** - NFPA standards emphasize the importance of properly drying and maintaining protective gear. Dryers help ensure compliance with these regulations, mitigating liability risks.
- **Reduced Environmental Impact** - Traditional drying methods like open-air hanging can contaminate the environment with chemicals and toxins from the gear. Dryers offer an eco-friendlier solution.

A bunker gear dryer is not just an equipment purchase; it's an investment in the safety, health, and well-being of our firefighters. By prioritizing their protection and operational efficiency, the town demonstrates its' commitment to their well-being and the success of the fire department.

We look forward to discussing these projects with you.



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: Essential Services Advisory Board
From: Daniel Scales, Public Safety Director
Date: February 27, 2024
Subject: Fire Department Capital Projects and Equipment Preliminary Request for FY 24/25

MEETING DATE: March 7, 2024

This memo will provide the Essential Services Advisory Board with the fire department's final capital budget request for fiscal year 24/25. The capital projects and equipment presented meet the threshold requiring review of the Essential Services Advisory Board. Items and projects may have been added, deleted, or modified from the original presentation provided in January. This listing represents the most up to date pricing information and final fire department needs evaluation for fiscal year 24/25.

CAPITAL PROJECTS AND EQUIPMENT REQUEST AT OR GREATER THAN \$50,000

Priority 1 - Ordering Replacement Fire Apparatus - \$1,000,000 - \$1,500,000

The current fire engine is now 15 years old and will need to be replaced within the next year. The frequency of repairs increases every year, which impacts the reliability of the engine and its' ability to respond. A new fire apparatus will provide the fire department with modern crew safety features along with enhanced firefighting technology. The department is proposing two options for a replacement.

1A. Quint 75' Ladder, \$1,500,000 – A Quint 75' aerial device will provide the department and the town with the most well-rounded piece of firefighting apparatus. It will provide the same water pumping capacity with the addition of a 75' ladder that will allow for rescue from multi-level structures and providing an elevated platform to apply water to burning structures. The addition of an aerial device will also provide the town with significant towards our community ISO rating, which impacts property insurance rates in Ponce Inlet.

1B. Traditional Fire Engine, \$1,000,000 – This unit would replace the current fire engine, providing similar firefighting capability. New safety features for crews and streamlined firefighting deployment will be part of the engine's design. A new piece of apparatus will be significantly more reliable and less costly to repair.

Normally we would bring this item to you in 2-3 years. The challenge that all fire departments are facing replacing fire apparatus the delay in delivery times from order. There is an average 2–3-year delay in delivery of fire apparatus from the date of order, this extends to all firefighting apparatus vendors. To assure the town secures a new piece of apparatus within the next 2-3 years, an order must be placed in the near future to secure a reasonable delivery schedule. With that information, fire administration has performed an extensive

review of community risks as identified in our Standard of Cover/Community Risk Assessment document and by direct examination (recent structure fire activity). Staff recommends that the town purchase a Quint for its replacement fire engine. The current engine would be maintained as a reserve piece and serve as a back-up. Prices for both apparatus options include all hose and associated fire equipment. There are different funding options available to the town to acquire the equipment while minimizing the financial burden of acquisition.

A replacement fire engine was projected for replacement in FY 25/26 as part of the Town's five year Capital Improvement Plan. Realistically, if an order was approved and placed in October of 2024, the earliest we could expect delivery of either unit would most likely be FY 26/27.

Priority 2 - Second Set of Firefighting Gear - \$52,000,

Firefighter turnout gear is a crucial aspect of firefighting equipment and the safety of firefighters. As per the Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) regulations, it is mandatory for firefighters to wear protective gear that meets the minimum standards for safety and functionality.

Having a second set of turnout gear ensures that firefighters have a backup in case their primary gear becomes damaged or contaminated during an emergency response. In case of an unexpected fire, firefighters might have to enter a building more than once, increasing the chances of gear damage or contamination. A second set of gear provides a clean and safe option for the firefighter to continue their work without any compromise on their safety.

Moreover, if the primary set of gear is sent out for repair, the second set can be used as a temporary replacement, ensuring that the firefighter is not left without protective gear. In addition, having a backup set of gear enables the department to rotate its usage, reducing the wear and tear of each set and increasing its lifespan.

OSHA requires employers to provide personal protective equipment (PPE) to employees who may be exposed to hazards that can cause injury or death. Firefighters are exposed to a variety of hazardous conditions, such as heat, smoke, toxic gases, and chemicals, and they need proper PPE to protect themselves while performing their duties.

The NFPA establishes the standards for firefighting PPE, including turnout gear, which is designed to provide protection from heat, flames, and hazardous substances. NFPA also requires that firefighting PPE be inspected and maintained regularly to ensure it remains in good condition and provides adequate protection.

Having a backup set of gear also ensures that firefighters are always prepared to respond to emergencies and perform their duties safely. A second set of firefighter turnout gear is a vital aspect of firefighting equipment and complies with OSHA and NFPA regulations. It provides a backup option in case of damage or contamination and ensures the firefighter's safety while performing their duties.

This item was previously no. 6 on the ESAB's ranked priority list for FY 23-24.

Priority 3 - Replacement Cascade System - \$60,000 (could be deferred to FY 24/25)

This request will include the purchase of one replacement stationary, 230-volt AC electric, 6,000-psi Cascade breathing air filling system and Class 2 containment-style filling station with a compressor, an OSHA-compliant purifying air treatment system capable of producing Grade D breathing air in accordance with ANSI G-7.1 (including O₂-oxygen, CO-carbon monoxide, CO₂-carbon dioxide, and H₂O-moisture monitoring), and including four reservoir fill tanks, and two air bottle cylinder filling stations to provide fast refill capability needed for large fires, chemical hazard emergencies, and mutual aid to surrounding fire districts.

The Self-Contained Breathing Apparatus (SCBA) cascade system will replace the current unit that is over 20 years old and was originally purchased second hand. Any repairs to the current SCBA unit that are needed requires a search for parts that typically takes more than two weeks. The repair service provider indicated to us that the device is one major failure away from condemning the unit, with the reliability of the unit now in question due to the unit's age and use history. Regular air samples still pass acceptance standards, but we expect the unit's age to adversely impact its ability to provide safe breathing air for our SCBA bottles. We are experiencing excessively long fill times even to fill a 4,500 lb. SCBA bottle, and we estimate the time has increased to almost 50% longer than just two years ago.

By purchasing a replacement Cascade fill system, fire fighters and first responders can quickly refill SCBA tanks and cylinders at the fire station should there be a an Immediately Dangerous to Life or Health (IDLH) emergency or should a lengthy structure fire occur. Almost one year ago, the town experienced a significant large home structure fire that required an extended suppression effort, lasting 5 hours.

The purchase of a replacement cascade fill system will also allow and facilitate performance of required monthly inspections, functional checks, and SCBA charging of emergency air packs as required by OSHA regulation 29CFR1910.134.

Priority 4 - Additional Power Stretcher - \$50,000

The fire department currently owns one power load stretcher, which is located in the primary ambulance. The power stretcher has been a game-changer when it comes to crew and patient safety. The use of the power stretcher has virtually eliminated workers' compensation claims involving stretcher use injuries. The fire department is requesting an additional power stretcher to allow the current stretcher to be placed in our back-up ambulance. This will provide the fire department with a second patient transport unit as well as a back-up stretcher in the event of an equipment failure. While stretcher failures have occurred infrequently, the failures have impacted the fire department's ability to transport patients. Having a second power stretcher will provide a ready, deployable back-up.

This item was originally placed on the under \$50,000 project list. Since creation of the original budget presentation in January, update pricing requires review and approval by the Essential Services Advisory Board.

We look forward to discussing these projects with you.



Meeting Date: 9/19/2024

Agenda Item: 11C – ii.

Report to Town Council

Topic: Acceptance of proposal from TD Equipment Finance, Inc. for the financing of the 75' quint fire apparatus.

Items Included:

- Staff Report
- RFP submitted by TD Equipment Finance, Inc.
- RFP submitted by First American Equipment Finance, LLC.
- RFP submitted by Bank Funding, LLC.



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: September 11, 2024
Subject: Acceptance of Capital Finance Bid Proposal from TD Equipment Finance, Inc. for Quint Fire Apparatus and Approval of Resolution 2024-19 Authorizing the Town Manager to Proceed with Entering into a Lease-Purchase Finance Agreement

MEETING DATE: September 19, 2024

BACKGROUND:

The Fire Department requires a new fire apparatus to enhance operational capabilities and maintain our current level of service. In August, a Request for Proposals (RFP) for fire apparatus capital financing was issued to secure the most favorable terms for acquiring a "quint" fire apparatus. Three proposals were received by the bid deadline, specifically from TD Equipment Finance Inc., First American Equipment Finance, and Bank Funding LLC. These proposals have been thoroughly reviewed and evaluated by staff, as follows:

RFP PARAMETERS:

- Principal Amount – \$1,263,000
- Term – 10 years, minimum

PROPOSALS REVIEWED:

Vendor	Interest Rate	Term	Annual Payment	Initial Payment Date	Total Interest	Total Payment
TD Equipment Finance, Inc.	4.180%	10 years	\$157,114.91	10-30-25	\$308,149.10	\$1,571,149.10
First American Equipment Finance	4.284%	7 years	\$212,638.68	10-31-25	\$225,470.76	\$1,488,470.76
Bank Funding LLC	4.620%	10 years	\$160,559.59	10-01-25	\$342,595.90	\$1,605,595.90

ANALYSIS:

TD Equipment Finance, Inc. offers the most competitive interest rate at 4.18%, which is lower than the other two bids. Additionally, TD Equipment Finance, Inc. provides favorable payment terms, with the lowest annual payment of the three, and the first installment not due until October 30, 2025.

21
22 Although First American Equipment Finance offered the lowest total interest and payment
23 overall, its shorter term resulted in the highest annual payments. The seven-year term offered did
24 not meet the RFP requirement for a 10-year payment period.

25
26 Selecting TD Equipment Finance, Inc. for this capital lease-purchase will result in lower total
27 interest paid over the 10-year term compared to the other 10-year proposal, providing long-term
28 savings to the Town. The lower interest rate and deferred payment schedule make TD Equipment
29 Finance Inc's proposal the most financially advantageous option.

30
31 **FISCAL IMPACT:**

32 The capital lease-purchase proposal from TD Equipment Finance Inc represents the most cost-
33 effective financing option. Payments will be structured over 10 years at an interest rate of 4.18%.
34 The deferment of the first installment payment until October 30, 2025, allows for better fiscal
35 planning and budget allocation.

36
37 **ALTERNATIVES:**

- 38 • Accept the proposal from First American Equipment Finance at 4.284% interest.
- 39 • Accept the proposal from Bank Funding LLC at 4.62% interest.
- 40 • Decline all proposals and seek alternative financing options.

41
42 **CONCLUSION:**

43 The proposal from TD Equipment Finance Inc offers the most favorable financing terms, with a
44 lower interest rate and deferred payments that align with the Town's financial planning.
45 Approving this capital lease will ensure the timely acquisition of critical fire apparatus while
46 minimizing the financial impact on the Town.

47
48 **RECOMMENDATION:**

49 It is recommended that the Town Council approve the acceptance of the capital lease-purchase
50 proposal from TD Equipment Finance, Inc. for the acquisition of the new fire apparatus. The
51 principal amount is \$1,263,000, with a 10-year payment schedule at an interest rate of 4.18%.
52 The first payment is scheduled for October 30, 2025. This recommendation follows a thorough
53 review of multiple financing options and is based on securing the most favorable terms for the
54 Town.

55
56 Staff is also requesting that the Town Council approve Resolution 2024-19 authorizing the Town
57 Manager to enter into a capital finance agreement with TD Equipment Finance, Inc. for the
58 amount of \$1,263,000. This funding will be used to purchase a "quint" fire apparatus. The draft
59 Agreement and related Financing Documents are attached.

From:

Maggie Morris

Vice President - Regional Manager

255 Alhambra Circle,

Coral Gables, FL 33134

(240 938 1653)

Margaret.Morris@td.com

Equipment
financing
that works.



Turn to TD Equipment Finance for solutions
that fit your needs.

Count on the professionals at TD Equipment Finance
to deliver the creative financing solutions you need,
along with the highly personal service you demand.

Financing Proposal For:

Town of Ponce Inlet, FL
Attn; Ms. Km Cherbano. CMC
Town Clerk
4300 South Atlantic Ave
Ponce Inlet, FL 32127

9/3/2024

Dear Ms. Cherbano,

TD Equipment Finance, Inc. ("TDEF") is pleased to present the following Proposal for your consideration. The structure of the transaction is outlined in the attached Proposal Exhibit which also sets forth certain terms and conditions. **PLEASE NOTE THIS PROPOSAL IS SUBJECT TO CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH TDEF'S INTERNAL CREDIT POLICY. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED AS A COMMITMENT TO LEND.** TDEF looks forward to doing business with you and hopes you find the attached Proposal acceptable. If so, please sign and date the enclosed signature page and return it to us by September 4, 2024.

Sincerely,

Maggie Morris

Vice President - Regional Manager
TD Equipment Finance, Inc.

Proposal Exhibit

Lessor:	TD Equipment Finance, Inc., its successors and assigns
Lessee:	Town of Ponce Inlet, FL, a state or a political subdivision thereof.
Equipment:	Fire Apparatus
Maximum Purchase Price:	\$1,263,00000
Commencement Date:	<p>Subject to the terms and conditions of the Lease, the Lease shall commence upon the earlier of (a) Lessee's acceptance of the Equipment and (b) Lessor's deposit of the Purchase Price for the Lease in an escrow fund or similar fund as provided in the Lease, but in no event later than 10/30/2024</p> <p>Lease Term: 120 months</p> <p>Payment Amount: See amortization schedule attached hereto and made a part hereof</p>
Rental Payments:	Payments Due: Annual, Semi Annual, Quarterly
Prepayment:	<p>OPTION A: The Lease may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or 1% of the then- outstanding principal balance of the Lease.</p> <p>OPTION B: The Lease may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on 1% of the then- outstanding principal balance of the Lease.</p>
Tax-exempt Interest Rate:	<p>OPTION A: 4.18% Annual 4.18% Semi Annual 4.18% Quarterly</p> <p>OPTION B: 4.26% Annual 4.26% Semi Annual 4.26% Quarterly</p>
Indexing:	The Tax Exempt Interest Rate quoted above based on Lessor's cost of funds and will be held until 10/30/2024. If the Commencement Date does not occur by 10/30/2024, the interest rate will be adjusted to reflect any change in Lessor's cost of funds. The interest rate and rental payments under the Lease will be fixed for the term of the Lease.
Structure:	<p>The Lease will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code").</p> <p>Lessee's obligations under the Lease will be subject to annual appropriation of funds by Lessee's governing body. Lessee shall use all reasonable and lawful means available to secure appropriations for each fiscal year during the term of the Lease sufficient to pay all Rental Payments coming due therein</p>

Lessor shall lease the Equipment to Lessee without representation or warranty on an AS IS BASIS. The Lease will be a "triple net lease" under which Lessee will be responsible for all expenses relating to the Equipment including, but not limited to, maintenance, insurance coverage (in an amount and in a form acceptable to Lessor), and all taxes (e.g. sales, use and personal property). Lessee shall bear all risk of loss, damage and liability to the Equipment.

At the end of the Lease term, upon payment of all amounts payable thereunder, Lessee may purchase the Equipment for \$1.00.

Escrow Funding:

The proceeds of the Lease will be deposited in an escrow account acceptable to Lessor, and disbursements made therefrom upon request by Lessee, pursuant to an escrow agreement in form and substance satisfactory to Lessor.

Collateral Security:

To the extent permitted by applicable law, Lessee's obligations under the Lease will be secured by a first priority security interest on the Equipment and, if applicable, the escrow fund. Titles to the Equipment, if any, shall list Lessee as the owner and Lessor as lienholder.

Tax Status:

The Lease will be a qualified tax exempt obligation under Section 265 (b)(3) of the Code. The interest portion of the rental payments under the Lease will be excludable from the gross income of Lessor for federal income taxation purposes. Upon a determination that the interest component of the rental payments under the Lease is includable in gross income of Lessor for federal income tax purposes, the interest rate on the Lease will increase to a rate sufficient to restore Lessor to its after-tax yield from and after the date such interest became includable in Lessor's gross income, and taking into account all penalties, fines, interest and additions to tax.

Legal Opinions:

Lessee's counsel shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor which shall address, among other things, Lessee's authority to enter in to Lease and the enforceability of the Lease. Lessee will also provide an opinion of nationally recognized bond counsel with respect to the tax-exempt status of the interest payable under the Lease.

Costs & Expenses:

NONE

Documentation:

The documentation for the Lease will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in

connection herewith shall be in satisfactory form and substance to Lessor. Lessor shall verify the Equipment specifications including, but not limited to, model number, number of units, installation costs, year of manufacturing and maintenance contracts; and approve the final Equipment configuration, and acceptance of the financing.

LESSOR'S PROPOSAL/FINANCIAL INFORMATION:

This Proposal is subject to final credit review and approval, and not, nor should it be construed as, a commitment by Lessor or any affiliate to enter into the proposed Lease transaction. In order to complete its credit due diligence, Lessee shall furnish Lessor with the following:

- Three years most current audited annual financial statements, and shall be furnished annually thereafter, if not otherwise published on Lessee's website
- Copy of meeting minutes
- Copy of budget
- Statement of essential use
- Other supporting data as may be requested

AUTHORIZATION: Lessee acknowledges and agrees that Lessor may furnish all Lessee-presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents, as well as its participants and/or assigns. Lessee authorizes Lessor to contact TD Bank, N.A. and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

GENERAL:

TD Equipment Finance, Inc. complies with Section 326 of the USA Patriot Act. This Act mandates that we verify certain information about Lessee while processing any Lease request.

EXPIRATION:

This Lease Proposal shall expire, if not accepted by a qualified official by 5:00 pm, on September 4, 2024.

APPROVED AND ACCEPTED:

By: _____

Print Name:

Title:

Date:

Town of Ponce Inlet, FL Annual OPTION A

Compound Period : Annual

Nominal Annual Rate : 4.180 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	157,114.91	10	Annual	10/30/2034

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	157,114.91	52,793.40	104,321.51	1,158,678.49
2025 Totals	157,114.91	52,793.40	104,321.51	
2 10/30/2026	157,114.91	48,432.76	108,682.15	1,049,996.34
2026 Totals	157,114.91	48,432.76	108,682.15	
3 10/30/2027	157,114.91	43,889.85	113,225.06	936,771.28
2027 Totals	157,114.91	43,889.85	113,225.06	
4 10/30/2028	157,114.91	39,157.04	117,957.87	818,813.41
2028 Totals	157,114.91	39,157.04	117,957.87	
5 10/30/2029	157,114.91	34,226.40	122,888.51	695,924.90
2029 Totals	157,114.91	34,226.40	122,888.51	
6 10/30/2030	157,114.91	29,089.66	128,025.25	567,899.65
2030 Totals	157,114.91	29,089.66	128,025.25	
7 10/30/2031	157,114.91	23,738.21	133,376.70	434,522.95
2031 Totals	157,114.91	23,738.21	133,376.70	
8 10/30/2032	157,114.91	18,163.06	138,951.85	295,571.10
2032 Totals	157,114.91	18,163.06	138,951.85	
9 10/30/2033	157,114.91	12,354.87	144,760.04	150,811.06
2033 Totals	157,114.91	12,354.87	144,760.04	
10 10/30/2034	157,114.91	6,303.85	150,811.06	0.00
2034 Totals	157,114.91	6,303.85	150,811.06	
Grand Totals	1,571,149.10	308,149.10	1,263,000.00	

Town of Ponce Inlet, FL Annual OPTION A

Last interest amount decreased by 0.05 due to rounding.

Town of Ponce Inlet, FL Annual OPTION B

Compound Period : Annual

Nominal Annual Rate : 4.260 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	157,738.45	10	Annual	10/30/2034

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	157,738.45	53,803.80	103,934.65	1,159,065.35
2025 Totals	157,738.45	53,803.80	103,934.65	
2 10/30/2026	157,738.45	49,376.18	108,362.27	1,050,703.08
2026 Totals	157,738.45	49,376.18	108,362.27	
3 10/30/2027	157,738.45	44,759.95	112,978.50	937,724.58
2027 Totals	157,738.45	44,759.95	112,978.50	
4 10/30/2028	157,738.45	39,947.07	117,791.38	819,933.20
2028 Totals	157,738.45	39,947.07	117,791.38	
5 10/30/2029	157,738.45	34,929.15	122,809.30	697,123.90
2029 Totals	157,738.45	34,929.15	122,809.30	
6 10/30/2030	157,738.45	29,697.48	128,040.97	569,082.93
2030 Totals	157,738.45	29,697.48	128,040.97	
7 10/30/2031	157,738.45	24,242.93	133,495.52	435,587.41
2031 Totals	157,738.45	24,242.93	133,495.52	
8 10/30/2032	157,738.45	18,556.02	139,182.43	296,404.98
2032 Totals	157,738.45	18,556.02	139,182.43	
9 10/30/2033	157,738.45	12,626.85	145,111.60	151,293.38
2033 Totals	157,738.45	12,626.85	145,111.60	
10 10/30/2034	157,738.45	6,445.07	151,293.38	0.00
2034 Totals	157,738.45	6,445.07	151,293.38	
Grand Totals	1,577,384.50	314,384.50	1,263,000.00	

Town of Ponce Inlet, FL Annual OPTION B

Last interest amount decreased by 0.03 due to rounding.

Town of Ponce Inlet, FL Semi Annual OPTION A

Compound Period : Semiannual

Nominal Annual Rate : 4.180 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	94,783.76	20	Annual	10/30/2044

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	94,783.76	53,345.09	41,438.67	1,221,561.33
2025 Totals	94,783.76	53,345.09	41,438.67	
2 10/30/2026	94,783.76	51,594.85	43,188.91	1,178,372.42
2026 Totals	94,783.76	51,594.85	43,188.91	
3 10/30/2027	94,783.76	49,770.69	45,013.07	1,133,359.35
2027 Totals	94,783.76	49,770.69	45,013.07	
4 10/30/2028	94,783.76	47,869.48	46,914.28	1,086,445.07
2028 Totals	94,783.76	47,869.48	46,914.28	
5 10/30/2029	94,783.76	45,887.97	48,895.79	1,037,549.28
2029 Totals	94,783.76	45,887.97	48,895.79	
6 10/30/2030	94,783.76	43,822.77	50,960.99	986,588.29
2030 Totals	94,783.76	43,822.77	50,960.99	
7 10/30/2031	94,783.76	41,670.34	53,113.42	933,474.87
2031 Totals	94,783.76	41,670.34	53,113.42	
8 10/30/2032	94,783.76	39,427.00	55,356.76	878,118.11
2032 Totals	94,783.76	39,427.00	55,356.76	
9 10/30/2033	94,783.76	37,088.91	57,694.85	820,423.26
2033 Totals	94,783.76	37,088.91	57,694.85	
10 10/30/2034	94,783.76	34,652.06	60,131.70	760,291.56
2034 Totals	94,783.76	34,652.06	60,131.70	
11 10/30/2035	94,783.76	32,112.29	62,671.47	697,620.09
2035 Totals	94,783.76	32,112.29	62,671.47	

Town of Ponce Inlet, FL Semi Annual OPTION A

Date	Payment	Interest	Principal	Balance
12 10/30/2036	94,783.76	29,465.25	65,318.51	632,301.58
2036 Totals	94,783.76	29,465.25	65,318.51	
13 10/30/2037	94,783.76	26,706.40	68,077.36	564,224.22
2037 Totals	94,783.76	26,706.40	68,077.36	
14 10/30/2038	94,783.76	23,831.03	70,952.73	493,271.49
2038 Totals	94,783.76	23,831.03	70,952.73	
15 10/30/2039	94,783.76	20,834.21	73,949.55	419,321.94
2039 Totals	94,783.76	20,834.21	73,949.55	
16 10/30/2040	94,783.76	17,710.82	77,072.94	342,249.00
2040 Totals	94,783.76	17,710.82	77,072.94	
17 10/30/2041	94,783.76	14,455.51	80,328.25	261,920.75
2041 Totals	94,783.76	14,455.51	80,328.25	
18 10/30/2042	94,783.76	11,062.70	83,721.06	178,199.69
2042 Totals	94,783.76	11,062.70	83,721.06	
19 10/30/2043	94,783.76	7,526.59	87,257.17	90,942.52
2043 Totals	94,783.76	7,526.59	87,257.17	
20 10/30/2044	94,783.76	3,841.24	90,942.52	0.00
2044 Totals	94,783.76	3,841.24	90,942.52	
Grand Totals	1,895,675.20	632,675.20	1,263,000.00	

Town of Ponce Inlet, FL Semi Annual OPTION A

Last interest amount increased by 0.12 due to rounding.

Town of Ponce Inlet, FL Semi Annual OPTION B

Compound Period : Semiannual

Nominal Annual Rate : 4.260 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	95,463.99	20	Annual	10/30/2044

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	95,463.99	54,376.81	41,087.18	1,221,912.82
2025 Totals	95,463.99	54,376.81	41,087.18	
2 10/30/2026	95,463.99	52,607.86	42,856.13	1,179,056.69
2026 Totals	95,463.99	52,607.86	42,856.13	
3 10/30/2027	95,463.99	50,762.74	44,701.25	1,134,355.44
2027 Totals	95,463.99	50,762.74	44,701.25	
4 10/30/2028	95,463.99	48,838.19	46,625.80	1,087,729.64
2028 Totals	95,463.99	48,838.19	46,625.80	
5 10/30/2029	95,463.99	46,830.77	48,633.22	1,039,096.42
2029 Totals	95,463.99	46,830.77	48,633.22	
6 10/30/2030	95,463.99	44,736.94	50,727.05	988,369.37
2030 Totals	95,463.99	44,736.94	50,727.05	
7 10/30/2031	95,463.99	42,552.95	52,911.04	935,458.33
2031 Totals	95,463.99	42,552.95	52,911.04	
8 10/30/2032	95,463.99	40,274.93	55,189.06	880,269.27
2032 Totals	95,463.99	40,274.93	55,189.06	
9 10/30/2033	95,463.99	37,898.84	57,565.15	822,704.12
2033 Totals	95,463.99	37,898.84	57,565.15	
10 10/30/2034	95,463.99	35,420.45	60,043.54	762,660.58
2034 Totals	95,463.99	35,420.45	60,043.54	
11 10/30/2035	95,463.99	32,835.35	62,628.64	700,031.94
2035 Totals	95,463.99	32,835.35	62,628.64	

Town of Ponce Inlet, FL Semi Annual OPTION B

Date	Payment	Interest	Principal	Balance
12 10/30/2036	95,463.99	30,138.96	65,325.03	634,706.91
2036 Totals	95,463.99	30,138.96	65,325.03	
13 10/30/2037	95,463.99	27,326.47	68,137.52	566,569.39
2037 Totals	95,463.99	27,326.47	68,137.52	
14 10/30/2038	95,463.99	24,392.90	71,071.09	495,498.30
2038 Totals	95,463.99	24,392.90	71,071.09	
15 10/30/2039	95,463.99	21,333.03	74,130.96	421,367.34
2039 Totals	95,463.99	21,333.03	74,130.96	
16 10/30/2040	95,463.99	18,141.42	77,322.57	344,044.77
2040 Totals	95,463.99	18,141.42	77,322.57	
17 10/30/2041	95,463.99	14,812.40	80,651.59	263,393.18
2041 Totals	95,463.99	14,812.40	80,651.59	
18 10/30/2042	95,463.99	11,340.05	84,123.94	179,269.24
2042 Totals	95,463.99	11,340.05	84,123.94	
19 10/30/2043	95,463.99	7,718.20	87,745.79	91,523.45
2043 Totals	95,463.99	7,718.20	87,745.79	
20 10/30/2044	95,463.99	3,940.54	91,523.45	0.00
2044 Totals	95,463.99	3,940.54	91,523.45	
Grand Totals	1,909,279.80	646,279.80	1,263,000.00	

Town of Ponce Inlet, FL Semi Annual OPTION B

Last interest amount increased by 0.12 due to rounding.

Town of Ponce Inlet, FL Quarterly OPTION A

Compound Period : Quarterly

Nominal Annual Rate : 4.180 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	66,165.63	40	Annual	10/30/2064

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	66,165.63	53,626.72	12,538.91	1,250,461.09
2025 Totals	66,165.63	53,626.72	12,538.91	
2 10/30/2026	66,165.63	53,094.32	13,071.31	1,237,389.78
2026 Totals	66,165.63	53,094.32	13,071.31	
3 10/30/2027	66,165.63	52,539.31	13,626.32	1,223,763.46
2027 Totals	66,165.63	52,539.31	13,626.32	
4 10/30/2028	66,165.63	51,960.74	14,204.89	1,209,558.57
2028 Totals	66,165.63	51,960.74	14,204.89	
5 10/30/2029	66,165.63	51,357.60	14,808.03	1,194,750.54
2029 Totals	66,165.63	51,357.60	14,808.03	
6 10/30/2030	66,165.63	50,728.86	15,436.77	1,179,313.77
2030 Totals	66,165.63	50,728.86	15,436.77	
7 10/30/2031	66,165.63	50,073.42	16,092.21	1,163,221.56
2031 Totals	66,165.63	50,073.42	16,092.21	
8 10/30/2032	66,165.63	49,390.15	16,775.48	1,146,446.08
2032 Totals	66,165.63	49,390.15	16,775.48	
9 10/30/2033	66,165.63	48,677.86	17,487.77	1,128,958.31
2033 Totals	66,165.63	48,677.86	17,487.77	
10 10/30/2034	66,165.63	47,935.33	18,230.30	1,110,728.01
2034 Totals	66,165.63	47,935.33	18,230.30	
11 10/30/2035	66,165.63	47,161.28	19,004.35	1,091,723.66
2035 Totals	66,165.63	47,161.28	19,004.35	

Town of Ponce Inlet, FL Quarterly OPTION A

Date	Payment	Interest	Principal	Balance
12 10/30/2036	66,165.63	46,354.36	19,811.27	1,071,912.39
2036 Totals	66,165.63	46,354.36	19,811.27	
13 10/30/2037	66,165.63	45,513.18	20,652.45	1,051,259.94
2037 Totals	66,165.63	45,513.18	20,652.45	
14 10/30/2038	66,165.63	44,636.28	21,529.35	1,029,730.59
2038 Totals	66,165.63	44,636.28	21,529.35	
15 10/30/2039	66,165.63	43,722.15	22,443.48	1,007,287.11
2039 Totals	66,165.63	43,722.15	22,443.48	
16 10/30/2040	66,165.63	42,769.20	23,396.43	983,890.68
2040 Totals	66,165.63	42,769.20	23,396.43	
17 10/30/2041	66,165.63	41,775.79	24,389.84	959,500.84
2041 Totals	66,165.63	41,775.79	24,389.84	
18 10/30/2042	66,165.63	40,740.21	25,425.42	934,075.42
2042 Totals	66,165.63	40,740.21	25,425.42	
19 10/30/2043	66,165.63	39,660.65	26,504.98	907,570.44
2043 Totals	66,165.63	39,660.65	26,504.98	
20 10/30/2044	66,165.63	38,535.25	27,630.38	879,940.06
2044 Totals	66,165.63	38,535.25	27,630.38	
21 10/30/2045	66,165.63	37,362.07	28,803.56	851,136.50
2045 Totals	66,165.63	37,362.07	28,803.56	
22 10/30/2046	66,165.63	36,139.08	30,026.55	821,109.95
2046 Totals	66,165.63	36,139.08	30,026.55	
23 10/30/2047	66,165.63	34,864.16	31,301.47	789,808.48
2047 Totals	66,165.63	34,864.16	31,301.47	
24 10/30/2048	66,165.63	33,535.10	32,630.53	757,177.95
2048 Totals	66,165.63	33,535.10	32,630.53	
25 10/30/2049	66,165.63	32,149.62	34,016.01	723,161.94
2049 Totals	66,165.63	32,149.62	34,016.01	
26 10/30/2050	66,165.63	30,705.31	35,460.32	687,701.62
2050 Totals	66,165.63	30,705.31	35,460.32	
27 10/30/2051	66,165.63	29,199.67	36,965.96	650,735.66
2051 Totals	66,165.63	29,199.67	36,965.96	
28 10/30/2052	66,165.63	27,630.10	38,535.53	612,200.13

Town of Ponce Inlet, FL Quarterly OPTION A

Date	Payment	Interest	Principal	Balance
2052 Totals	66,165.63	27,630.10	38,535.53	
29 10/30/2053	66,165.63	25,993.89	40,171.74	572,028.39
2053 Totals	66,165.63	25,993.89	40,171.74	
30 10/30/2054	66,165.63	24,288.21	41,877.42	530,150.97
2054 Totals	66,165.63	24,288.21	41,877.42	
31 10/30/2055	66,165.63	22,510.10	43,655.53	486,495.44
2055 Totals	66,165.63	22,510.10	43,655.53	
32 10/30/2056	66,165.63	20,656.49	45,509.14	440,986.30
2056 Totals	66,165.63	20,656.49	45,509.14	
33 10/30/2057	66,165.63	18,724.19	47,441.44	393,544.86
2057 Totals	66,165.63	18,724.19	47,441.44	
34 10/30/2058	66,165.63	16,709.83	49,455.80	344,089.06
2058 Totals	66,165.63	16,709.83	49,455.80	
35 10/30/2059	66,165.63	14,609.95	51,555.68	292,533.38
2059 Totals	66,165.63	14,609.95	51,555.68	
36 10/30/2060	66,165.63	12,420.91	53,744.72	238,788.66
2060 Totals	66,165.63	12,420.91	53,744.72	
37 10/30/2061	66,165.63	10,138.92	56,026.71	182,761.95
2061 Totals	66,165.63	10,138.92	56,026.71	
38 10/30/2062	66,165.63	7,760.03	58,405.60	124,356.35
2062 Totals	66,165.63	7,760.03	58,405.60	
39 10/30/2063	66,165.63	5,280.14	60,885.49	63,470.86
2063 Totals	66,165.63	5,280.14	60,885.49	
40 10/30/2064	66,165.63	2,694.77	63,470.86	0.00
2064 Totals	66,165.63	2,694.77	63,470.86	
Grand Totals	2,646,625.20	1,383,625.20	1,263,000.00	

Town of Ponce Inlet, FL Quarterly OPTION A

Last interest amount decreased by 0.19 due to rounding.

Town of Ponce Inlet, FL Quarterly OPTION B

Compound Period : Quarterly

Nominal Annual Rate : 4.260 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2024	1,263,000.00	1		
2 Payment	10/30/2025	66,964.12	40	Annual	10/30/2064

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/30/2024				1,263,000.00
2024 Totals	0.00	0.00	0.00	
1 10/30/2025	66,964.12	54,669.43	12,294.69	1,250,705.31
2025 Totals	66,964.12	54,669.43	12,294.69	
2 10/30/2026	66,964.12	54,137.25	12,826.87	1,237,878.44
2026 Totals	66,964.12	54,137.25	12,826.87	
3 10/30/2027	66,964.12	53,582.04	13,382.08	1,224,496.36
2027 Totals	66,964.12	53,582.04	13,382.08	
4 10/30/2028	66,964.12	53,002.79	13,961.33	1,210,535.03
2028 Totals	66,964.12	53,002.79	13,961.33	
5 10/30/2029	66,964.12	52,398.47	14,565.65	1,195,969.38
2029 Totals	66,964.12	52,398.47	14,565.65	
6 10/30/2030	66,964.12	51,767.99	15,196.13	1,180,773.25
2030 Totals	66,964.12	51,767.99	15,196.13	
7 10/30/2031	66,964.12	51,110.22	15,853.90	1,164,919.35
2031 Totals	66,964.12	51,110.22	15,853.90	
8 10/30/2032	66,964.12	50,423.98	16,540.14	1,148,379.21
2032 Totals	66,964.12	50,423.98	16,540.14	
9 10/30/2033	66,964.12	49,708.03	17,256.09	1,131,123.12
2033 Totals	66,964.12	49,708.03	17,256.09	
10 10/30/2034	66,964.12	48,961.09	18,003.03	1,113,120.09
2034 Totals	66,964.12	48,961.09	18,003.03	
11 10/30/2035	66,964.12	48,181.83	18,782.29	1,094,337.80
2035 Totals	66,964.12	48,181.83	18,782.29	

Town of Ponce Inlet, FL Quarterly OPTION B

Date	Payment	Interest	Principal	Balance
12 10/30/2036	66,964.12	47,368.83	19,595.29	1,074,742.51
2036 Totals	66,964.12	47,368.83	19,595.29	
13 10/30/2037	66,964.12	46,520.64	20,443.48	1,054,299.03
2037 Totals	66,964.12	46,520.64	20,443.48	
14 10/30/2038	66,964.12	45,635.73	21,328.39	1,032,970.64
2038 Totals	66,964.12	45,635.73	21,328.39	
15 10/30/2039	66,964.12	44,712.53	22,251.59	1,010,719.05
2039 Totals	66,964.12	44,712.53	22,251.59	
16 10/30/2040	66,964.12	43,749.36	23,214.76	987,504.29
2040 Totals	66,964.12	43,749.36	23,214.76	
17 10/30/2041	66,964.12	42,744.50	24,219.62	963,284.67
2041 Totals	66,964.12	42,744.50	24,219.62	
18 10/30/2042	66,964.12	41,696.14	25,267.98	938,016.69
2042 Totals	66,964.12	41,696.14	25,267.98	
19 10/30/2043	66,964.12	40,602.41	26,361.71	911,654.98
2043 Totals	66,964.12	40,602.41	26,361.71	
20 10/30/2044	66,964.12	39,461.33	27,502.79	884,152.19
2044 Totals	66,964.12	39,461.33	27,502.79	
21 10/30/2045	66,964.12	38,270.86	28,693.26	855,458.93
2045 Totals	66,964.12	38,270.86	28,693.26	
22 10/30/2046	66,964.12	37,028.86	29,935.26	825,523.67
2046 Totals	66,964.12	37,028.86	29,935.26	
23 10/30/2047	66,964.12	35,733.11	31,231.01	794,292.66
2047 Totals	66,964.12	35,733.11	31,231.01	
24 10/30/2048	66,964.12	34,381.26	32,582.86	761,709.80
2048 Totals	66,964.12	34,381.26	32,582.86	
25 10/30/2049	66,964.12	32,970.90	33,993.22	727,716.58
2049 Totals	66,964.12	32,970.90	33,993.22	
26 10/30/2050	66,964.12	31,499.49	35,464.63	692,251.95
2050 Totals	66,964.12	31,499.49	35,464.63	
27 10/30/2051	66,964.12	29,964.39	36,999.73	655,252.22
2051 Totals	66,964.12	29,964.39	36,999.73	
28 10/30/2052	66,964.12	28,362.84	38,601.28	616,650.94

Town of Ponce Inlet, FL Quarterly OPTION B

Date	Payment	Interest	Principal	Balance
2052 Totals	66,964.12	28,362.84	38,601.28	
29 10/30/2053	66,964.12	26,691.97	40,272.15	576,378.79
2053 Totals	66,964.12	26,691.97	40,272.15	
30 10/30/2054	66,964.12	24,948.77	42,015.35	534,363.44
2054 Totals	66,964.12	24,948.77	42,015.35	
31 10/30/2055	66,964.12	23,130.12	43,834.00	490,529.44
2055 Totals	66,964.12	23,130.12	43,834.00	
32 10/30/2056	66,964.12	21,232.75	45,731.37	444,798.07
2056 Totals	66,964.12	21,232.75	45,731.37	
33 10/30/2057	66,964.12	19,253.25	47,710.87	397,087.20
2057 Totals	66,964.12	19,253.25	47,710.87	
34 10/30/2058	66,964.12	17,188.07	49,776.05	347,311.15
2058 Totals	66,964.12	17,188.07	49,776.05	
35 10/30/2059	66,964.12	15,033.49	51,930.63	295,380.52
2059 Totals	66,964.12	15,033.49	51,930.63	
36 10/30/2060	66,964.12	12,785.66	54,178.46	241,202.06
2060 Totals	66,964.12	12,785.66	54,178.46	
37 10/30/2061	66,964.12	10,440.52	56,523.60	184,678.46
2061 Totals	66,964.12	10,440.52	56,523.60	
38 10/30/2062	66,964.12	7,993.88	58,970.24	125,708.22
2062 Totals	66,964.12	7,993.88	58,970.24	
39 10/30/2063	66,964.12	5,441.33	61,522.79	64,185.43
2063 Totals	66,964.12	5,441.33	61,522.79	
40 10/30/2064	66,964.12	2,778.69	64,185.43	0.00
2064 Totals	66,964.12	2,778.69	64,185.43	
Grand Totals	2,678,564.80	1,415,564.80	1,263,000.00	

Town of Ponce Inlet, FL Quarterly OPTION B

Last interest amount increased by 0.40 due to rounding.

TD Equipment Finance, Inc. (TDEF) is pleased to present our qualifications and confirm our interest in providing a response to the Town of Ponce Inlet, RFP NO. 2024-02 for Capital Financing – Purchase of Fire Apparatus. I will be the key point of contact for follow-up discussions and for the program as a whole.

Response Requirements:

#1

Fax: 856 533 1022

Federal Tax ID: 01-0381697

D-U-N-S Number: 139794973

Parent Company: TD Bank, N.A.

Parent Company D-U-N-S Number: 006949424

Ownership: Public (NYSE: TD)

URL: www.tdbank.com

Designated Representative:

Maggie Morris

Vice-President – Regional Manager

Telephone: 240 938 1653

margaret.morris@TD.Com

Sincerely,

Maggie Morris

Maggie Morris

Vice President – Regional Manager

TD Equipment Finance, Inc.

Executive Summary

TDEF is a wholly owned subsidiary of TD Bank, N.A. TDEF offers municipal and commercial leasing products to TD Bank customers and prospects in the footprint of TD Bank's branch system. TDEF has closed over \$4.4+B in Municipal Leases with 740+ municipal entities historically. currently has over 300+ municipal lease financing customers on its books today.

TD Bank, America's Most Convenient Bank, is one of the 10 largest banks in the U.S., with over 27,000+ Employees and deep roots in the community dating back more than 150 years. TD Bank offers a broad array of retail, small business and commercial banking products and services to more than 9.8 million Customers through our extensive network of approximately 1,100 retail Stores throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida. In addition to banking products, TD Bank and its subsidiaries provide clients with customized private banking and wealth management services through TD Wealth® and vehicle financing and dealer commercial services through TD Auto Finance.

TD Bank is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol “TD”.

TDEF and TD Bank have the technical and financial expertise to successfully underwrite TEML transactions as outlined in the Experience & Qualifications section below.

TD Bank, N.A., and its predecessor banks, have a strong history of serving the needs of the communities in which it operates banking offices. The Bank is committed to complying with the intent and spirit of the Community Reinvestment Act (“CRA”). By assisting low- and moderate-income individuals, small businesses, and communities through improved access to banking products and services, we offer them the opportunity to improve their economic status. The result is a stronger economy for all, and a stronger bank.

TD Bank holds a “Satisfactory” CRA rating as assigned by the Office of the Comptroller of the Currency (“OCC”).

Ratings TD Bank				
Overall Bank:	Lending Test Rating	Investment Test Rating	Service Test Rating	Overall Bank/State
TD Bank, N.A.	High Satisfactory	Outstanding	High Satisfactory	Satisfactory

The TD Charitable Foundation is the charitable giving arm of TD Bank. The Foundation's areas of focus are affordable housing, financial literacy and education, and the environment, and it serves individuals, families, and businesses in all the communities where TD Bank operates. TD is dedicated to making meaningful and positive contributions to the communities where it does business. TD Bank does this by sponsoring local organizations in Florida.

Number of professionals on staff who have worked on assignments of this scope.

Maggie Morris

VP – Regional Manager

TD Equipment Finance, Inc.

T: 240 938 1653

Email: margaret.morris@td.com

Ms. Morris has worked with TD Equipment Finance, Inc. for 14+ years and has over 30 years of experience in the Equipment Finance/Banking industry. She is responsible for Municipal equipment financing from Delaware to Florida and will be the main contact for the School District of Broward County, FL. Ms. Morris is a graduate of Mount Saint Mary's University.

Kevin Doyle

SVP – Head of Regional Banking Leasing Channels

TD Equipment Finance, Inc.

50 Braintree Hill Office Park

Braintree, MA

T: 781-879-0884

Email: Kevin.Doyle2@TD.com

Mr. Doyle has worked with TD Equipment Finance, Inc. for 18 years and has 25+ years of experience in the Equipment Finance/Banking industry. He oversees TD Equipment Finance Regional Banking Originations from Maine to Florida. Kevin is a graduate of Villanova University with a Bachelor of Science in Finance.

Alison Sauter

Documentation Manager
TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054
T: 856 685 5227
Email: Alison.Sauter@td.com

Ms. Sauter has worked with TD Equipment Finance, Inc. for 17 years and has 28+ years of experience in the Equipment Finance/Banking industry. She manages the Operations function for TD Equipment Finance Regional Banking.

List of References and comparable financings

- Please see attached list of references

TDEF Financial Information

- S&P AA-
- Moody's Aa2

TD Investor Relations; Financial Statements

- <https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

If awarded, TDEF is able and committed to executing an Equipment Lease Financing Agreement by October 30, 2024.

Enclosed:

- TD Quarterly Business Profile
- TD Bank Florida Fact Sheet
- TDEF Municipal & Governmental Financing Solutions



Addendum #2

Town of Ponce Inlet

Capital Financing for the Purchase of Fire Apparatus - RFP No. 2024-02

Q&A

1. *What is the anticipated close date of RFP No 2024-02?*

Answer – September 3rd, 2:00 PM.

2. *Will this be considered a BQ/NBQ?*

Answer – We are looking for qualified.

Information

1. The Town is looking to fund the project the first part of October 2024.

A handwritten signature in blue ink, appearing to read "Stephanie Gjessing".

Stephanie Gjessing, Assistant Deputy Clerk
Addendum #2 – dated 8/29/2024

NON-COLLUSION AFFIDAVIT

I, - Margaret Mary Morris, depose and say that:

1. I am Vice President-Regional Manager of the firm TD Equipment Finance, Inc. the firm submitting the response described in this Request for Proposals for RFP 2024-02; Capital Financing – Purchas of Fire Apparatus and that I executed the said response with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the Town of Ponce Inlet relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Margaret Mary Morris
Proposer's Signature

Aug 27th, 2024
Date Signed

STATE OF: <u>MARYLAND</u>	COUNTY OF: <u>MONTGOMERY</u>
The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this <u>30th</u> day of <u>AUGUST</u> , 2024, by _____ as authorized representative of the bidder agency submitting this RFP 2024-02 packet.	
<u>Brian M Cherry</u> Notary Signature	Notary Stamp/Seal BRIAN M CHERRY NOTARY PUBLIC MONTGOMERY COUNTY MARYLAND My Commission Expires <u>January 20, 2025</u>
Personally known _____ OR <input checked="" type="checkbox"/> Produced Identification: Type of ID presented: <u>MD DRIVERS LICENSE</u>	



Addendum #1

Town of Ponce Inlet

Capital Financing for the Purchase of Fire Apparatus - RFP No. 2024-02

Q&A

1. *Has the Fire Apparatus been ordered or delivered already?*

Answer – The apparatus is currently with the vendor, a letter of commitment has been issued to hold the unit.

2. *If not delivered, can you please provide estimated delivery dates for the equipment?*

Answer – On or about October 15, 2024.

3. *Or even if possible provide the vendor quote for the Fire Apparatus?*

Answer – See Attachment 1.

A handwritten signature in blue ink, likely belonging to Stephanie Gjessing, is written diagonally across the page.

Stephanie Gjessing, Assistant Deputy Clerk
Addendum #1 – dated 8/23/2024

RFP 2024-02 Capital Financing – Purchase of Fire Apparatus – REFERENCES

#1.	Agency	Please see attached
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		
#2	Agency	
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		
#3	Agency	
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		

Municipal Lease Purchase References

Some recent successfully funded and completed Lease/Purchase Financings:

Project Name/Location	Completion Date	Contact Name	Amount
Prince Georges County, MD	2015	Board of Education Prince Georges County, MD Purchasing & Supply Services 13300nd Marlboro Pike Upper Marlboro MD 20772 Donna Parks donna.parks@pgcps.org	\$43,000,000.00
	2016		\$23,392,000.00
	2017		\$37,000,000.00
	2020		\$38,750,500.00
	2023		42,400,182.00
State of South Carolina, SC	2018	Robert E. Macdonald, CPA Assistant State Treasurer South Carolina Treasurer's Office 116 Wade Hampton Building Capitol Complex, Columbia, SC 29201 803-734-2677 robert.macdonald@sto.sc.gov	\$4,500,000.00
	2019		\$30,000,000.00
	2020		\$15,000,000.00
	2021		\$25,000,000.00
	2022		\$25,000,000.00
University of Florida, FL	2023	Ms. Lisa Deal Assistant Vice President & Chief Procurement Officer University of Florida 971 Elmore Dr Gainesville, FL 32611 lsd@ufl.edu	\$19,950,000.00
Loudoun County, VA Public Schools	2014	Andrea Philyaw Procurement Director 21000 Education Court, Suite 301 Ashburn, Virginia 20148 (571)-252-1270	\$41,000,000.00
	2015		\$10,000,000.00
	2016		\$10,000,000.00
	2017		\$10,000,000.00
	2018		\$10,000,000.00

2019	\$10,000,000.00
2020	\$10,000,000.00
2021	\$10,000,000.00
2022	\$10,000,000.00

Horry County, SC

2014	\$8,600,000.00
2023	5,000,000.00

Barry R Spivey, CPA, CGMA
 Finance Director
 Horry County
 1301 2nd Avenue : PO Box 296
 Conway, SC 29528-0296
 P: 843-915-7018
spiveyb@horrycounty.org

City of Pompano Beach, FL

2022	\$4,200,000.00
2023	\$5,500,000.00

[Andrew Jean-Pierre \(Andrew.Jean-Pierre@copbfl.com\)](mailto:Andrew.Jean-Pierre@copbfl.com)

Queen Anne Public Schools, MD

2023	\$1,287,650.00
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[Board of Education of Queen Anne's County](#)
[Attn: Jacy C. Earls, Purchasing Specialist](#)
[Purchasing/Finance Department](#)
[202 Chesterfield Avenue](#)
[Centreville, MD 21617](#)

City of Rocky Mount, NC

2023	\$6,955,000.00
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[331 South Franklin St](#)
[Rocky Mount, NC 27802](#)
[Krystal Hunter](#)
[Director of Finance](#)
krystal.honter@rockymountnc.gov

City of Daytona Beach, FL

2023	\$1,700,000.00
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[City of Daytona Beach, FL](#)
[Attn: Ms. Christine Aiken](#)
[Financial Services Manager](#)
[City of Daytona Beach, FL](#)
[Finance Department](#)

Greater Greenville Sanitation Commission	2017-2023	Steve Cole Greater Greenville Sanitation Commission Greenville, South Carolina scole@ggsc.gov	\$17,000,000.00
New Castle County, DE	2014-2024	Robin Allen New Castle County Government Senior Procurement Agent 302-395-5262 robin.allen@newcastledel.gov	\$25,000,000.00
State of Delaware, DE	2011-2024	State of Delaware Peter Korolyk State Contract Procurement Administrator OMB / Government Support Services - Contracting 100 Enterprise Place, Suite 4 Dover, DE 19904 peter.korolyk@state.de.us Phone 302-857-4559	\$75,000,000.00
Saint Mary's County, MD	2015 2017 2023	Randy Burns Procurement Manager St. Mary's County 4170 Baldrige St. Leonardtown, MD 20630 301 475 4200 x 1223 randy.burns@stmarysmd.com	\$1,900,000.00 \$5,000,000.00 5,200,000.00
New Bern, NC	2023	Davenport Public Finance Independence Center 101 N. Tryon Street	\$4,900,000.00

Suite 1220
Tanner Smoak
tsmoak@investdavenport.com

City of Spartanburg, SC	2016	\$2,000,000.00
	2023	3,100,000.00

Purchasing Manager
City ofSpartanburg
145 West Broad Street
Spartanburg, SC 29304
864 596 2049
cwright@cityofspartanburg.org

City of Greenville, SC	2023	\$2,560,000.00
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Amy Vitner / Ryann Evans
First Tryon Advisors
(704) 458-4759
(704) 831-5202
avitner@firsttryon.com
revans@firsttryon.com

City of Charleston, SC	2016	\$9,500,000
	2017	\$6,040,000.00
	2020	\$9,523,702.00
	2021	\$6,040,470.00
	2022	\$7,183,453.00

Procurement Division
75 Calhoun St. Suite 3500
Charleston, SC 29401
Ph: (843) 724-7312

City of Winston-Salem, NC	2021	\$20,000,000.00
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[Wye River Independent Financial Advisors](#)
[Pam Kelly](#)
[410.267.8811](tel:410.267.8811)
pkelly@wyeriver.com

City of Tavares, FL	2022	\$1,000,000.00
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Mr. John Rumble
Purchasing Manager, City of Tavares
201 E. Main Street

Tavares, FL 32778

State of Florida, FL

2018-2021

\$30,000,000.00

Amy W. Hammock
Budget Director
Department of Highway Safety and Motor Vehicles
Office of Financial Management
850-617-2668

City of Cape Coral, FL

2022

\$3,500,000.00

**The City of Cape Coral
Financial Services Department
PO Box 150027
Cape Coral, FL 33915-0027
239-574-0831**

Chesapeake Public Schools, VA

2022

\$10,774,616.00

**Amy F. George, Buyer Using Department:
Transportation Department
Chesapeake Public Schools
Purchasing Department
304 Cedar Road
Chesapeake, VA 23322
(Phone) 757-547-0265
Amy.George@cpschools.com**

Fairfax County, Virginia

2009-2015

\$60,000,000.00

2015	12000 Government Center Parkway	\$45,000,000.00
2016	Suite 427	\$45,000,000.00
2017	Fairfax, VA 22035-0006	\$45,000,000.00
2018	Lionette A. Robinson	\$45,000,000.00
2019	Contract Specialist Supervisor	\$ 45,000,000.00

County of Fairfax, VA
12000 Government Center Parkway
Suite 427
Fairfax, VA 22035-0006
Lonnelle A. Robinson
Contract Specialist Supervisor
(703) 324-3281
lonnelle.robinson@fairfaxcounty.gov

State of Maryland

	2014	2015	2016	2017	2018	2019
Maryland State Treasurer	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00
Procurement Officer						
80 Calvert St. Room 109						
Annapolis, MD 21401						
(410) 260-7533						

Charles County, MD

	2014-2020
David Eicholtz	\$15,000,000.00
Director of Fiscal & Administrative Services	
Charles County Government	
P.O. Box 2150	
La Plata, MD 20646	
Phone: (301)-645-0574	
e-mail: eicholtz@charlescountymd.gov	

City of Rock Hill, SC

	2014	2016	2017	2020
Steven Gibson	\$5,600,000.00			
OMB Director	\$4,300,000.00			
Management and Budget	\$4,300,000.00			
City of Rock Hill	\$2,800,000.00			
P.O. Box 11706				
155 Johnston Street (29730)				
Rock Hill, South Carolina 29731-1706				
o: 803-329-5680				
m: 803-448-2523				
f: 803-329-7007				
Steven.Gibson@cityofrockhill.com				



America's Most Convenient Bank®

Business Profile

January 31, 2023

About Us

TD Bank¹, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S.², providing over 9.9 million customers with a full range of retail, small business and commercial banking products and services at more than 1,100 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida. In addition, TD Auto Finance, a division of TD Bank, N.A., offers vehicle financing and dealer commercial services. TD Bank and its subsidiaries also offer customized private banking and wealth management services through TD Wealth®. TD Bank is headquartered in Cherry Hill, N.J. To learn more, visit www.td.com/us. Find TD Bank on Facebook at www.facebook.com/TDBank and on Twitter at www.twitter.com/TDBank_US and www.twitter.com/TDNews_US.

TD Bank, America's Most Convenient Bank®, is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America³. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol "TD". To learn more, visit www.td.com/us.

Our Business Model

We're committed to delivering everything Customers would expect from a bank—plus, everything they wouldn't—while also protecting the health and well-being of our Customers and Colleagues in today's environment. We're dedicated to our Customers, Communities and Colleagues, to inclusion and diversity and to our environment. And we focus on always being more Customer-centric, more convenient, and more Unexpectedly Human, than any other bank.

- Legendary Service
- Live Customer Service 24/7
- Instant Debit Card Issuance
- Longer Hours
- Online & Mobile Banking
- Mobile Check-in available at Stores

Key Statistics

TD Bank (see footnote 1)	(As of 01/31/2023)
Total Assets	~\$431.1 billion
Total Deposits	~\$362.2 billion
Total Loans	~\$175.4 billion
Commercial	~\$90.3 billion
Personal	~\$85.1 billion
Retail Stores	1,167
ATMs (see footnote 4)	2,692
Customers (see footnote 5)	~9.9 million
Employees	28,537
2022 Charitable Contributions (see footnote 6)	\$36.5 million

Credit Ratings (see footnote 7)

		Moody's	S&P	Fitch	DBRS
The Toronto-Dominion Bank	Long Term Deposits	Aa1	AA-	AA	AA (high)
	Legacy Long Term Debt (see footnote 8)	Aa2	AA-	AA	AA (high)
	Long Term Debt (see footnote 9)	A1	A	A	AA
TD Bank, N.A.	Long Term Deposits	Aa2	AA-	AA	AA
	Long Term Debt	A1	AA-	AA-	AA

For further details on financial information and credit ratings for The Toronto-Dominion Bank and TD Bank, N.A., please visit our Investor Relations website: td.com/investor

¹ TD Bank refers to the U.S. retail business segment of TD Bank Group. Amounts are in U.S. dollars unless otherwise noted. Total Deposits and Total Loans reported are averages for the first quarter ended January 31, 2023. Total Loans include personal and business loans. Total Deposits include personal and business deposits as well as the insured deposit account agreement with Schwab. Total Assets based on TD Bank U.S. Holding Company.

² Based on total deposits as of June 30, 2022. Source: SNL Financial, Largest Banks and Thrifts in the U.S. by total deposits.

³ Based on assets as of January 31, 2023 (for Canadian peers).

⁴ Total ATM numbers as of January 31, 2023 and include Live, Mobile and TD Branded ATMs.

⁵ Customer numbers updated as of December 31, 2022.

⁶ U.S. Community Giving processed through the TD Ready Commitment Network; includes TD Bank giving and TD Charitable Foundation grants as reported from November 1, 2021 through October 31, 2022.

⁷ Ratings on long-term debt and deposits of The Toronto-Dominion Bank and TD Bank, N.A., as of January 31, 2023. Credit ratings are not recommendations to purchase, sell, or hold a financial obligation inasmuch as they do not comment on market price or suitability for a particular investor. Ratings are subject to revision or withdrawal at any time by the rating organization.

⁸ Includes (a) Senior debt issued prior to September 23, 2018; and (b) Senior debt issued on or after September 23, 2018 which is excluded from the bank recapitalization "bail-in" regime.

⁹ Subject to conversion under the bank recapitalization "bail-in" regime

¹⁰ TD Auto Finance received the highest score in the non-captive national — prime segment (between 214,000 and 542,000 transactions) in the J.D. Power 2020-2022 U.S. Dealer Financing Satisfaction Studies of dealers' satisfaction with automotive finance providers. Visit jdpower.com/awards for more information.

U.S. Retail Banking Lines of Business:

- ✓ Retail Banking
- ✓ Commercial Banking
- ✓ Wealth Management
- ✓ TD Auto Finance

Operates retail Stores in 15 states & the District of Columbia:

Connecticut	New Jersey
Delaware	New York
D.C.	North Carolina
Florida	Pennsylvania
Maine	Rhode Island
Maryland	South Carolina
Massachusetts	Vermont
New Hampshire	Virginia

TD's Commitment to Communities it Serves:

Winners were announced for the 2022 TD Ready Challenge, awarding a total of \$4 million to U.S. non-profit and charitable organizations that are addressing the challenges of climate change and/or transition to a low carbon economy.

The TD Charitable Foundation also kicked off its annual Housing for Everyone grant competition, supporting organizations in the delivery of rental assistance to individuals and families in need, organizational capacity-building, and the restoration of affordable housing units.

Awards and Recognition:



TD Auto Finance ranked #1 in Dealer Satisfaction among National Non-Captive Lenders with Prime Credit, 3 years in a row (see footnote 10)





TD Equipment Finance

Financing solutions for Municipalities and Governmental Agencies

TD Equipment Finance's dedicated group of professionals have specialized knowledge within this leasing sector and are committed to meeting the financial objectives of municipalities and governmental agencies. Having funded over \$2 billion in transactions, we can provide tailored financing solutions to meet the needs of governmental agencies.

How TD Equipment Finance can meet the needs of governmental entities

- 100% financing to fund the total equipment cost
- Tax-exempt leases and loans
- Experienced professionals that understand the needs of state and local entities
- Deep expertise in energy savings projects

Products and services we offer

- Municipal Lease Purchase Agreement
- Municipal Installment Purchase Agreement
- Municipal Acquisition, Use and Security Agreement
- Covenant to Budget and Appropriate Structure (Florida only)
- Tax Exempt Municipal Equipment Loans
- Multi-year program lines for equipment

Entities served

- States
- Cities and counties
- Public schools/universities
- Fire/ambulance districts
- Public utilities
- Various authorities

Financing is available for many types of equipment such as:

► Transportation & Public Safety

- Police Cars
- Ambulances
- Fleet Vehicles
- Fire Trucks
- School Buses
- Maintenance Equipment

► Energy

- Boilers and Chillers
- Energy Saving Equipment
- Renewable Energy Equipment
- HVAC
- Control Systems

► IT & Office

- Copiers and Printers
- Computers, Laptops, Servers
- Furniture
- Telecommunications Equipment

Put the power of TD Equipment Finance to work for you.

TD Equipment Finance offers competitive financing and creative solutions.

To learn more about how we can help you with your equipment finance needs, visit tdbank.com/equipmentleasing



America's Most Convenient Bank®

1-888-751-9000 | tdbank.com



America's Most Convenient Bank¹

Florida Fact Sheet

As of Oct. 31, 2023

TD Bank in Florida: Background

Leadership Team

Nick Miceli, Regional President; **Pablo Pino**, South Florida Market President – Commercial; **Felipe Basulto**, South Florida Market President – Retail; **Michael Nursey**, North Florida Market President – Commercial



\$23.2B
in deposits²



168
TD Bank Stores³



3,054
employees³

Community Involvement

- Awarded **\$3,523,654** in community grants and sponsorships for 2022 in Florida
- In 2022, TD Bank employees volunteered **3,634 hours** to local organizations in Florida
- TD Bank was the No. 1 7(a) SBA lender in Florida in 2023
- TD has launched a new technology delivery hub in Fort Lauderdale, Fla., elevated by a multi-year relationship with the Alan B. Levan | NSU Broward Center of Innovation. TD plans to add 200 new roles in the region over the next two years
- Opened two stores in Q4: Delray West and Lakewood Ranch



TD's Commitment to the Florida Community

- Through the TD Ready Commitment, our corporate citizenship platform, TD supports community organizations across four areas critical to helping people feel confident about their future by opening doors for a more inclusive and sustainable tomorrow: Financial Security, Better Health, Vibrant Planet, Connected Communities
- Key Sponsorships: TD Ballpark in Dunedin, Florida

TD Diversity & Inclusion Awards

- TD Bank Group recognized for seventh year in a row by Bloomberg Financial Services Gender-Equality Index in 2023.
- TD Bank received Top Score from the Human Rights Campaign's Corporate Equality Index, for the 13th consecutive year, in 2022.
- TD Bank recognized on the Forbes Best Employers for Diversity List for the fifth year in a row in 2023.
- TD Bank named by DiversityInc as a Top Company for Diversity for the 11th consecutive year. DiversityInc also ranked TD Bank on six specialty lists: Top Companies for People with Disabilities (PWD), Top Companies for Employee Resource Groups, Top Companies for Philanthropy, Top Companies for Sponsorship, Top Companies for Black Executives, and Top Companies for LGBTQ Employees in 2023.
- TD Bank has been recognized with the top score of 100%, for the ninth consecutive year, on the 2023 Disability Equality Index® (DEI).
- TD Bank acknowledged by the Black EOE Journal as a Top Employer, Top Company for LGBTQ Employees in 2023 and a Top Supplier Diversity Programs in 2023.
- TD Bank named a Best-of-the-Best Corporation by the National Business Inclusion Consortium (NBIC), for sixth consecutive year, in 2022.
- TD Bank was honored as a 2022 NOD Leading Disability Employer at the National Organization on Disability (NOD)'s Annual Forum, for the sixth year in a row.

¹ Based on total assets as of June 30, 2023, as reported by the FDIC. ² Based on TD Bank's total store count as of Oct. 31, 2023. ³ Based on TD Bank's total employee headcount as of Oct. 31, 2023. Includes full-time and part-time employees. State totals include employees working in counties where no TD Bank store is located.



REQUEST FOR PROPOSAL

RFP 2024-02; Capital Financing– Purchase of Fire Apparatus Financing Proposals

By First American Equipment Finance August 30, 2024

faef.com/power-utilities



August 30, 2024

Town Clerk
Attn: RFP #2024-02 4300
South Atlantic Ave.
Ponce Inlet, Florida 32127
Phone: 386-236-2150

Re: Capital Financing—Purchase of Fire Apparatus

Dear Town Clerk,

Thank you for the opportunity to present the Town of Ponce Inlet with a proposal. First American Equipment Finance, an RBC/City National Bank Company is pleased to provide the enclosed equipment leasing solutions for your upcoming project.

- Tax-exempt Lease Proposal
- Amortization Table
- References
- Requested Form
- Sample Lease Documents

By choosing to work with First American, you will benefit from best-in-class digital tools and a dedicated team of industry experts. You can use our on-line lease management system, FA | Experience, to efficiently manage your leases while taking advantage of concierge style service to reduce your administrative burden. This will provide the Town of Ponce Inlet with the flexibility and convenience you need.

I look forward to working with the Town of Ponce Inlet on this purchase.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Shannon Harris".

A handwritten signature in black ink, consisting of stylized initials or a name.

Shannon Harames
VP, Relationship Manager
585.643.3216
shannon.harames@faef.com

First American Equipment Finance
211 High Point Drive, Victor, NY 14564
Phone: 585.598.0900 | Fax: 585.598.0908

CONFIDENTIAL - intended solely for the named parties and further disclosure of this communication is prohibited

Mich
Sr. V
Mar
585
mic

fae

Lease Proposal



LEASE PROPOSAL

Lessor First American Equipment Finance, 211 High Point Drive, Victor, NY 14564

Lessee Town of Ponce Inlet, 4300 South Atlantic Avenue, Ponce Inlet, FL 32127

Equipment RFP 2024-02 Capital Financing–Purchase of Fire Apparatus

Equipment Cost \$1,263,000.00

Lease Option

Lease Term	84 Months
Payment Lease Rate Factor	0.16836
Annual Payment (In Arrears)	\$212,638.68
Lease Type	Tax Exempt
Payment Frequency	Annual
Interest Rate	4.28%

Fees None

Index Rate Your rental rate is based on the Average-life SOFR Swap Rate of 3.48% (referred to as the Index Rate) as of August 30, 2024 and may be adjusted proportionately for any change in the Index Rate prior to funding. In that instance, the payment lease rate factor would be adjusted by 0.0000046 for every 1 bp (0.01%) change in the Index Rate. After funding, the rental rate will remain fixed for the duration of the lease term.

Tax-Exempt Lease At the end of the lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.

Rental Payments The lease will begin on the day you accept the equipment. Rental payments will be due annual, in arrears.

Collateral The lease will be secured by a first priority security interest in the leased equipment.

Escrow Agreement Lessor may establish an Internal Escrow account for Lessee. There will be no fee assessed to Lessee for establishing the Internal Escrow account.

Prepayment You may elect to prepay the lease at any time and keep the equipment. The prepayment price will be the sum of the present value of all future payments to become due, discounted at the lower of the 1-year Treasury as of the start of the lease or 2%.

Board Contingency All terms related to this proposal shall be contingent on final budget and solicitor approval. In the event either approval is not obtained, you shall have no obligation under the terms of this proposal.

Business Information You may be requested to provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements and interim financial statements for the Lessee.

Account Access You will have access and visibility into all aspects of your equipment leases and project financing through your online account – a digital hub that expedites the funding process, puts you in control, and houses all documentation related to your leases. Your account can also provide API connectivity to communicate with your systems. Visit myfaex.com for more information.



LEASE PROPOSAL

Concierge Service Your dedicated Project Manager will manage every step of your lease:

- ✓ Project communication
- ✓ Lease documentation
- ✓ Vendor payment ✓ Lease invoicing

Additional Terms Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. You will be submitting a formal application of credit upon signing this proposal. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

First American welcomes the opportunity to serve your organization. This proposal expires on **September 30, 2024**. To accept, please sign below and send an electronic copy to First American.

Offered by:
First American Equipment Finance

Accepted by:
Town of Ponce Inlet

CONFIDENTIAL - intended solely for the named parties and further disclosure of this communication is prohibited

Shannon Harames
Vice President
August 30, 2024

Shannon Harames

By
Name
Title
Date

Amortization Schedule

Town of Ponce Inlet RFP 2024-02 Capital Financing'Purchase of Fire Apparatus 7 Year Amort.

Compounding Period: Annual

Nominal Annual Rate: 4.284%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
Loan					
Payment					
1	10/31/2024	1,263,000.00	1		
2	10/31/2025	212,638.68	7	Annual	10/31/2031

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/31/2024				1,263,000.00
2024 Totals		0.00	0.00	0.00	
1	10/31/2025	212,638.68	54,101.77	158,536.91	1,104,463.09
		2025 Totals 212,638.68			
2	10/31/2026	212,638.68	47,310.70	165,327.98	939,135.11
		2026 Totals 212,638.68			
3	10/31/2027	212,638.68	40,228.72	172,409.96	766,725.15
		2027 Totals 212,638.68			
4	10/31/2028	212,638.68	32,843.38	179,795.30	586,929.85
		2028 Totals 212,638.68			
5	10/31/2029	212,638.68	25,141.68	187,497.00	399,432.85

Town of Ponce Inlet RFP 2024-02 Capital Financing'Purchase of Fire Apparatus 7 Year Amort.

	Date	Payment	Interest	Principal	Balance
2029 Totals		212,638.68	25,141.68	187,497.00	
6	10/31/2030	212,638.68	17,110.08	195,528.60	203,904.25
7	10/31/2031	212,638.68	8,734.43	203,904.25	0.00
2031 Totals		212,638.68	8,734.43	203,904.25	
Grand Totals		1,488,470.76	225,470.76	1,263,000.00	

2030 Totals 212,638.68 17,110.08 195,528.60

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.284%	\$225,470.76	\$1,263,000.00	\$1,488,470.76

References

RFP 2024-02 Capital Financing – Purchase of Fire Apparatus – REFERENCES

#1.	Agency	City of Weslaco
Address	255 South Kansas Avenue	
Town, State, ZIP	Weslaco, TX 78596	
Contact Person	Homer Rhodes	
Telephone	956-477-2240	Email: hrhodes@welsacotx.gov
Date(s) of Service	10-18-2023 -- Current	
Type of Service	Tax Exempt Financing - Sanitation Trucks and Various Utility Vehicles	
Comments:		
#2	Agency	Talbot County Public Schools
Address	12 Magnolia Street	
Town, State, ZIP	Easton, MD 21601	
Contact Person	Sarah Jones	
Telephone	410-822-0330	Email: sarah.jones@talbotschools.org
Date(s) of Service	02-13-2024 -- Current	
Type of Service	Tax Exempt Financing - School Buses	
Comments:		
#3	Agency	Borough of Naugatuck, Connecticut
Address	229 Church Street	
Town, State, ZIP	Naugatuck, CT 06770	
Contact Person	Allyson Bruce	
Telephone	203-720-7027	Email: abruce@naugatuck-ct.gov
Date(s) of Service	12-21-2016 -- Current	
Type of Service	Tax Exempt Financing- Firetruck, Excavator, Various Vehicles	
Comments:		

Requested Form

NON-COLLUSION AFFIDAVIT

I, Michael Haines, depose and say that:

1. I am Senior Vice President of the firm First American Equipment Finance, the firm submitting the response described in this Request for Proposals for RFP 2024-02; Capital Financing – Purchas of Fire Apparatus and that I executed the said response with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the Town of Ponce Inlet relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.




Proposer's Signature

August 30, 2024

Date Signed

STATE OF: New York COUNTY OF: Ontario
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization
this 30 day of August, 2024, by Michael Haines
as authorized representative of the bidder agency submitting this RFP 2024-02 packet.

Notary Stamp/Seal



Notary Signature

TAMI M FOX
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FO0001992
Qualified in Monroe County
Commission Expires Feb 24 2027

Personally known ☒ OR _____ Produced Identification: _____
Type of ID presented: _____

Sample Lease Documents

Form **8038-G** Information Return for Tax-Exempt Governmental Obligations

(Rev. September 2011)

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

► See separate instructions.

Department of the Treasury

Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.**Reporting Authority**

If Amended Return, check here ►

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see 10b employee shown on 10a)		10b Telephone number of officer or other instructions	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11 12 Health and hospital		
	12 13 Transportation		
13 14 Public safety		14 15	
Environment (including sewage bonds)	15 16 Housing		
	16 17 Utilities		
17			
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>		
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption	(d) Weighted
		(e) Yield price at maturity	average maturity
\$	\$	years	%

Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement	25 26	Proceeds allocated to reasonably required reserve or replacement fund	26 27
26 27 Proceeds used to currently refund prior issues			
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years	32 Enter
the remaining weighted average maturity of the bonds to be advance refunded	years	
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a b** Enter the final maturity date of the GIC ▶ **c** Enter the name of the GIC provider ▶
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
b Enter the date of the master pool obligation ▶
c Enter the EIN of the issuer of the master pool obligation ▶
d Enter the name of the issuer of the master pool obligation ▶
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐ ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▶
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
b Name of hedge provider ▶
c Type of hedge ▶
d Term of hedge ▶
- 42** If the issuer has superintegrated the hedge, check box ☐ ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▶ ☐
- 45a** If some portion of the proceeds was used to ☐ and enter the amount ☐ reimburse expenditures, check here ☐ of reimbursement ☐ ▶
- b** Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

Form **8038-G** (Rev. 9-2011)**CONFIDENTIAL & PROPRIETARY**

Date
 CN FINANCING, INC.
 555 Flower St. Los
 Angeles, CA 90071
 Attention:

Re: Equipment Schedule No. (the "Equipment Schedule"), issued pursuant to and incorporating the terms of that certain Master Lease/Purchase Agreement No. dated 20 (the "Master Lease") by and between CN FINANCING, INC. ("Lessor") and ("Lessee"), (the Equipment Schedule and the Master Lease

as incorporated therein, the "Lease" and together with all ancillary documents executed in connection therewith, collectively, the "Lease Documents") Ladies and Gentlemen:

I am legal counsel for the Lessee, and I am familiar with the above-referenced Lease Documents and the transactions evidenced thereby between the Lessee and Lessor.

Based upon my examination of the Lease Documents and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease Documents and to carry out its obligations thereunder.
2. The Lease Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease Documents and the transactions contemplated hereby.
4. The entering into and performance of the Lease Documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as identified in the Lease), other than those created by the Lease.
5. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Lease Documents.
6. All required public bidding procedures, if any, regarding an award to Lessor of the transactions contemplated under the Lease Documents have been properly and completely followed by the Lessee.
7. The portion of the Rental Payments payable by the Lessee under the Equipment Schedule which is identified as interest, to the extent received by the Lessor from or on behalf of the Lessee, is excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for the purposes of computing the federal alternative minimum tax imposed on individuals and corporations; however, such interest will be taken into account in computing an adjustment used in determining the federal alternative minimum tax on certain corporations. The opinions set forth in the preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code that must be satisfied subsequent to the Lessee's execution of the Lease Documents in order that that portion of the Rental Payments be, and continue

6-12-17

4840-2623-7002.2

CONFIDENTIAL & PROPRIETARY

to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with such requirements. Failure to comply with certain of such requirements may cause the inclusion of that portion of the Rental Payments to be included in gross income for federal income tax purposes retroactively to the date of the Lease Documents. We express no opinion regarding other federal tax consequences arising with respect to the Lease Documents.

8. [The Lessee has designated the Agreement as a “qualified tax-exempt obligation” for purposes of § 265(b)(3) of the Code.]
9. [The portion of the Rental Payments designated as interest are excludable from gross income for State of _ income tax purposes so long as they are excludable from gross income for federal income tax purposes.]

The addressee hereto and any of its successors and any assignee of the Lease Documents may rely upon the opinions set forth herein.

Counsel

By:

CONFIDENTIAL SAMPLE

The information contained herein is confidential and for the sole use of the persons to whom it is delivered. It may not be reproduced in whole or in part, without the express written permission of CN Financing, Inc. Such permission must also be obtained prior to discussing or disclosing copies of the contents hereof with any person or entity other than CN Financing, Inc.

Title:

Date:

EQUIPMENT SCHEDULE NO. __

This **Equipment Schedule No. _** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Lease/Purchase Agreement dated as of _ (the "Master Agreement") between CN FINANCING, INC. ("Lessor") and _____ ("Lessee").

1. *Interpretation.* The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Equipment Schedule. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Equipment Schedule, the provisions of this Equipment Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. *Commencement Date.* The Commencement Date for this Equipment Schedule is _____.
3. *Lease Term.* The Lease Term shall be for _____ () months, such Lease Term to commence on the Commencement Date and terminate upon payment of the final Payment set forth in Exhibit A attached hereto or the exercise of the prepayment option described herein, unless terminated sooner pursuant to the Master Agreement or this Equipment Schedule.
4. *Equipment Description and Payment Schedule.* The Equipment subject to this Equipment Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. Lessee shall pay Lessor the Payments set forth in Exhibit A hereto on or before the applicable Due Date.
5. *Disbursement of Proceeds.* (a) In order to assure the availability of moneys to pay the cost of the Equipment, Lessee has requested that Lessor, or one of Lessor's affiliates on behalf of Lessor, establish an escrow account (the "Account") on the books of Lessor or such affiliate for the benefit of Lessee to be used to pay the cost of the Equipment. Lessor shall deposit in the Account the entire amount of the proceeds of this Equipment Schedule to be disbursed to (or at the direction of) Lessee to pay or reimburse the cost of the Equipment upon receipt of a Payment Request Form attached hereto as Exhibit B, executed by Lessee and fully completed and with all supporting documents described therein attached thereto.

(b) Interest under this Equipment Schedule shall begin to accrue on the entire amount of the proceeds hereof when deposited in the Account.

(c) No disbursement shall be made from the Account if a Default, an Event of Default or an Event of Nonappropriation has occurred, and upon the occurrence of any Event of Default or Event of Nonappropriation, Lessor may apply the entire amount remaining in the Account against Lessee's payments due under this Equipment Schedule in the inverse order of maturity.

(d) On the earlier of _ and the date that the last disbursement from the Account has been made, the entire amount remaining in the Account shall be applied against Lessee's payments due under this Equipment Schedule in the inverse order of maturity.

(e) Funds in the Account will not be segregated from Lessor's or any of Lessor's affiliates' other funds and may be commingled therewith. Investment earnings on the Account shall be retained by Lessor in consideration of establishing and managing the Account. Lessor shall keep a record of all investment earnings on the Account and disbursements from the Account and shall provide such record to Lessee upon receipt of request from Lessee but not more often than once a month.

(f) Lessee reasonably expects to use the entire amount of the proceeds of this Equipment Schedule. Lessee agrees to calculate and pay the rebate, if any, due to the United States under Section 148(f) of the Code with respect to moneys and investments held in the Account. The rebate requirement with respect to this Equipment Schedule will be met if (i) pursuant to Section 1.148-7(c) of the Treasury Regulations all of the proceeds are spent within six months or (ii) pursuant to Section 1.148-7(d) of the Treasury Regulations the proceeds are spent in accordance with the following schedule; (A) 15% within six months, (ii) 60% within twelve months and (C) 100% within 18 months.

6. *Additional Prepayment Provisions.* Lessee may prepay its obligations hereunder in full (but not in part) on any date by paying the sum of the amount so designated for such date in the Payment Schedule and all other amounts due hereunder.
7. Upon Lessor's request, Lessee agrees to provide Lessor with an opinion of counsel, an incumbency certificate and other documents that Lessor may request, with all such documents being in a form satisfactory to Lessor.

[Bank Qualified Tax-Exempt Obligation: Lessee hereby designates this Equipment Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 5XX(c)(3) bonds and including all tax-exempt obligations of subordinate entities of Lessee) during the calendar year in which the funding date of this Equipment Schedule falls, in an amount not exceeding \$10,000,000.00.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Accepted By Lessee:	Accepted By Lessor: CN FINANCING, INC.
By:	By:
Name:	Name:
Title:	Title:
	Date:

CONFIDENTIAL SAMPLE

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Date:

Title:

EXHIBIT A TO EQUIPMENT SCHEDULE**EQUIPMENT DESCRIPTION AND
PAYMENT SCHEDULE**

Re: **Equipment Schedule No.** _ dated _____ to Master Lease/Purchase Agreement dated _____ between CN FINANCING, INC. and _.

The Equipment is described as follows: The Equipment as more fully described in Appendix 1 incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION:

Payment Schedule

Total Principal Amount: \$

Interest Rate: %

Payment No.	Due Date	Payment	Principal	Interest	Prepayment Price
1					
2					
3					
4					

Accepted By Lessee:		Accepted By Lessor:	
		CN FINANCING, INC.	
By:		By:	
Name:	<div>CONFIDENTIAL SAMPLE The information contained herein is confidential and for the sole use of the persons to whom it is delivered. It may not be reproduced in whole or in part, without the express written permission of First American Commercial Bancorp, Inc. Such permission must Name: also be obtained prior to discussing or disclosing copies of the contents hereof with any person or entity other than First American Commercial Bancorp, Inc.</div>		
Title:	Date:	Title:	Date:

**APPENDIX 1 TO EXHIBIT A
EQUIPMENT DESCRIPTION**

Re: **Equipment Schedule No.** _____ dated _____ to Master Lease/Purchase Agreement dated _____ between
CN FINANCING, INC. and _____.

Quantity Description

Accepted By Lessee:		Accepted By Lessor:	
		CN FINANCING, INC.	
By:		By:	
Name:	<p style="text-align: center;">CONFIDENTIAL SAMPLE</p> <p>The information contained herein is confidential and for the sole use of the persons to whom it is delivered. It may not be reproduced in whole or in part, without the express written permission of First American Commercial Bancorp, Inc. Such permission must Name: also be obtained prior to discussing or disclosing copies of the contents hereof with any person or entity other than First American Commercial Bancorp, Inc.</p>		
Title:			Date:
Date:	Title:		

EXHIBIT B TO EQUIPMENT SCHEDULE

PAYMENT REQUEST FORM

CN Financing, Inc.
225 Woodcliff Drive
Fairport, NY 14450

Re: Equipment Schedule No. _ dated _____ (the "Equipment Schedule") to Master Lease/Purchase Agreement dated (the "Master Agreement") between CN FINANCING, INC. ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

Capitalized terms used herein and not defined shall have the meanings assigned to them in the Master Agreement and the Equipment Schedule.

Lessee hereby requests that Lessor or its applicable affiliate pay from the Account to the following party or parties as set forth below:

Payee	Address	Amount to be Paid

In accordance with the Master Agreement and the Equipment Schedule, Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) The Equipment subject to this Payment Request Form comprises a portion of the Equipment under the Equipment Schedule and has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) No Default, Event of Default or Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.
- (4) The payments to be made to the payees set forth above are for the acquisition of the Equipment described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request that has been paid.
- (5) All of Lessee's representations, covenants and warranties contained in the Master Agreement and the Equipment Schedule were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and Lessee has fully and

satisfactorily performed all of its covenants and obligations to date required under the Master Agreement and the Equipment Schedule.

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- (6) Lessee understands that Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.
- (7) ***Please indicate if this Payment Request Form relates to the final disbursement from the Account: _Yes No.***

If this Payment Request Form relates to the final disbursement from the Account, Lessee confirms that it has accepted all Equipment.

- (8) ***Please indicate if this Payment Request Form reimburses Lessee for any payment or payments previously made by Lessee: _Yes _No.***

If this Payment Request Form requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after _.

- (9) ***Lessee attaches hereto the following items:***

(a) ***invoices and/or bills of sale*** relating to the Equipment and, if such invoices have been paid by Lessee, evidence of payment thereof; and

(b) an ***insurance certificate*** in the form required by the Master Agreement if such insurance certificate has not been previously provided by Lessee to Lessor.

Acceptance Date: _____

Accepted By Lessee:

By:

Name:

Title:

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**CERTIFICATE OF INCUMBENCY AND AUTHORITY
(Corporation or LLC)**

I, the undersigned certifying representative ("Certifying Representative") of _____ ("Company"), do hereby certify that:

1. I, the Certifying Representative, am the duly elected, appointed and/or qualified and acting representative of the Company and have the title set forth below my signature (usually Secretary or Assistant Secretary of Company), and that I have access to the organizational records of the Company.

2. Set forth below is the name and true signature or electronic authentication of an individual (the "Authorized Representative") that I know to be the duly elected (or appointed), qualified and acting officer, manager, member or representative of the Company, with the title set forth opposite his or her respective name.
3. The Authorized Representative has the requisite power and authority pursuant to the Company's organizational documents to bind the Company to, and sign on behalf of the Company, any and all agreements, including, but not limited to, leases, loans, finance agreements, guaranties, mortgages and/or collateral pledges (each an "Authorized Transaction"), with CN FINANCING, INC. ("CN Financing") and the written signature or electronic authentication opposite the Authorized Representative's name is such Authorized Representative's genuine signature or electronic authentication, as applicable. Until CN Financing receives notice in writing of any change or limitation of the authority of the Authorized Representative of this Company designated in this Certificate, CN Financing is authorized to rely upon the authority and power of such designated Authorized Representative to bind the Company in connection with Authorized Transactions as set forth in this Certificate.
4. All previous acts of, and all documents and papers heretofore executed and delivered by, any Authorized Representative in connection with any Authorized Transaction are ratified, confirmed and approved as the act or acts of the Company.

Title	Legal Name of Authorized Representative	Signature

To help the government fight the funding of terrorism and money laundering, federal law requires all financial institutions to obtain, verify, and record information that identifies each client. Federal Know Your Client (KYC) requirements and CN Financing policy may require identification of each Authorized Representative for an account. To identify the Authorized Representative, we may ask for the legal name, address, date of birth, driver's license, passport and other relevant identifying documentation or information of the Authorized Representative(s).

IN WITNESS WHEREOF, the undersigned Certifying Representative has executed this Certificate as of _____.

Title	Name	Certifying Representative's Signature

**** When preparing this Certificate, please note: (1) The Certifying Representative cannot also be an Authorized Representative for purposes of this Certificate; and (2) the Certifying Representative confirms that a separate person, each Authorized Representative, is authorized to execute binding agreements on behalf of Company with CN Financing.**

MASTER LEASE/PURCHASE AGREEMENT

CN FINANCING, INC.

555 Flower St. • Los Angeles, CA • 90071

MASTER LEASE/PURCHASE AGREEMENT NO.:

Dated:

Lessee:

Form of Organization:

State of Organization:

State Issued Organizational ID #:

Street:

City:

State:

County:

Postal Code:

Tax ID #:

"*Prepayment Price*" means the amount that Lessee may, in its discretion, pay to Lessor to prepay Lessee's obligations under an Equipment Schedule, as provided herein and as set forth in the related Equipment Schedule.

"*Regulations*" means the Treasury Regulations promulgated under the Code

"*State*" means the state in which Lessee is located.

"*Vendor*" means the manufacturer or contractor of the Equipment as well as

the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Equipment.

ARTICLE II

EQUIPMENT SCHEDULES SEPARATE FINANCINGS. Each Equipment Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from all other Equipment Schedules. Upon the occurrence of an Event of Default or an Event of Nonappropriation with This Master Lease/Purchase Agreement is executed by and between **CN FINANCING, INC.** ("Lessor") and the above-named Lessee as of the above date.

ARTICLE I

DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Agreement*" means this Master Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commencement Date*" means, with respect to each Equipment Schedule, the date when the term of such Equipment Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Equipment Schedule.

"*Default*" means an event that, with the giving of notice or the passing of time, or both, would constitute an Event of Default.

"*Equipment*" means, collectively, the property subject to this Agreement, and

with respect to each Equipment Schedule, the property described in such Equipment Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to the terms hereof.

"*Equipment Schedule*" means an Equipment Schedule in the form attached hereto. Equipment Schedules shall be numbered consecutively, beginning with Equipment Schedule No. 1.

"*Event of Default*" has the meaning set forth in Section 13.01.

"*Event of Nonappropriation*" has the meaning set forth in Section 6.06.

"*Lease Term*" means, with respect to an Equipment Schedule shall be as set forth in such Equipment Schedule, as provided in Section 4.02.

"*Lessee*" means the entity identified above, and its permitted successors and assigns.

(f) Lessee has not nonappropriated or similarly terminated any transaction similar to this Agreement.

(g) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Equipment Schedule in such form and containing such information as may be requested by Lessor.

(h) The execution, delivery and performance of this Agreement and the Equipment Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation

"*Lessor*" means CN Financing, Inc., and its successors and assigns.

"*Payment Dates*" means, with respect to each Equipment Schedule, the payment dates for the Payments as set forth in such Equipment Schedule.

"*Payments*" means the payments payable by Lessee under this Agreement and each Equipment Schedule, as set forth in each Equipment Schedule.

respect to an Equipment Schedule, Lessor shall have the rights and remedies specified herein with respect to the Equipment financed and the Payments payable under such Equipment Schedule, and except as expressly provided herein, Lessor shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Equipment Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Equipment Schedules. **EACH EQUIPMENT SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Lessor and Lessee relating to the financing of the Equipment.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF LESSEE. As of each Commencement Date, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Equipment Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Equipment Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Equipment Schedule, and Lessee has complied with such public bidding requirements as may be

applicable to this Agreement and the Equipment Schedule and the acquisition by Lessee of the Equipment thereunder. No bid protest or other challenge to the award of this Agreement and the Equipment Schedule to Lessor has been made or is threatened.

- (d) This Agreement and the Equipment Schedule constitute the legal, valid and binding obligations of Lessee, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. On or before the Commencement Date for the Equipment Schedule, Lessee shall cause to be executed an opinion of counsel in form and substance satisfactory to Lessor.
- (e) During the Lease Term for the Equipment Schedule, the Equipment thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (i) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving 30 days prior written notice to Lessor.
- (j) Lessee owns the real estate and facilities where the Equipment will be located free and clear of any liens and, during the Lease Term, will continue to own such property and shall keep it free and clear of liens. Lessee has or will have good and absolute title to all Equipment and all proceeds thereof, free and clear of all Liens except for the security interest created pursuant to this Agreement and the Equipment Schedule.
- (k) Lessee acknowledges that it received no legal, financial, tax or accounting advice from Lessor.

ARTICLE IV

4.01 LEASE OF EQUIPMENT. On the Commencement Date of each Equipment Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent and lease from Lessor, the Equipment described in such Equipment Schedule, in accordance with this Agreement and such Equipment Schedule, for the Lease Term set forth in such Equipment Schedule.

4.02 LEASE TERM. The term of each Equipment Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Payment set forth in such Equipment Schedule and the exercise of the prepayment option described herein, unless terminated sooner pursuant to this Agreement or the Equipment Schedule.

4.03 DELIVERY, INSTALLATION AND ACCEPTANCE OF EQUIPMENT.

Lessee shall order the Equipment, shall cause the Equipment to be delivered and installed at the locations specified in the applicable Equipment Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. When the Equipment described in such Equipment Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Equipment Schedule.

ARTICLE V

5.01 ENJOYMENT OF EQUIPMENT. During the Lease Term, so long as no Event of Default has occurred and remains uncured, Lessee shall peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

5.02 LOCATION; INSPECTION. The Equipment will be initially located or based at the location specified in the applicable Equipment Schedule. Lessor shall have the right at all reasonable times during business hours to enter

into and upon the Equipment Location set forth in the Equipment Schedule for the purpose of inspecting the Equipment.

ARTICLE VI

6.01 PAYMENTS TO CONSTITUTE A CURRENT EXPENSE OF LESSEE.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Payments for a fiscal year, the Payments for said fiscal year shall be a binding obligation of Lessee.

6.02 PAYMENTS. Lessee shall promptly pay each Payment under each Equipment Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Equipment Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Payments.

6.03 INTEREST COMPONENT. A portion of each Payment due under each Equipment Schedule is paid as, and represents payment of, interest, and each Equipment Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Payment thereunder during the Lease Term.

6.04 PAYMENTS TO BE UNCONDITIONAL. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING (WITHOUT LIMITATION) ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED HEREIN.

6.05 CONTINUATION OF LEASE BY LESSEE. Lessee intends to continue all Equipment Schedules entered into pursuant to this Agreement and to pay the Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Payments during the term of all Equipment Schedules can be obtained.

6.06 NONAPPROPRIATION. If sufficient funds are not appropriated to make Payments required under an Equipment Schedule, such Equipment Schedule shall terminate and Lessee shall not be obligated to make Payments under said Equipment Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment under said Equipment Schedule to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor upon termination of said Equipment Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing immediately after any failure of Lessee to appropriate funds sufficient for the payment of the Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 EVENT OF TAXABILITY. If, for any reason, including any action or inaction by Lessee, any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement or any Equipment Schedule or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Agreement

or any Equipment Schedule, the interest of any Payment is or becomes includable in a holder's gross income (as defined in Code Section 61), interest on the applicable Equipment Schedules shall begin accruing at the Gross-Up Rate. Lessee shall make immediately upon demand of Lessor or its assignee a payment sufficient to supplement the prior interest payments under the applicable Equipment Schedules that are taxable at the Gross-Up Rate. "Gross-Up Rate" means, with respect to the applicable Equipment Schedule, an interest rate equal to the interest stated for such Equipment Schedule plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest on such Equipment Schedule was reduced by the amount of any federal, state or local income tax (including any interest or penalties) actually imposed thereon, equal the amount of interest due with respect to such Equipment Schedule.

ARTICLE VII

7.01 TITLE TO THE EQUIPMENT. Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest in Lessee, subject to Lessor's interests under the applicable Equipment Schedule and this Agreement.

7.02 PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.03 SECURITY INTEREST. To secure the performance of all of Lessee's obligations under this Agreement, including (without limitation) all Equipment Schedules now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Lessee ratifies its prior authorization for Lessor to file financing statements and amendments thereto describing the Equipment and containing any other information required by the Uniform Commercial Code if filed prior to the date hereof.

ARTICLE VIII

8.01 MAINTENANCE OF EQUIPMENT BY LESSEE. Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. If Lessee fails to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

8.02 LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. Lessee shall keep the Equipment free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. The Payments payable by Lessee under this Agreement and the Equipment Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. If the use, possession or acquisition of the Equipment is determined to be subject to taxation or later becomes subject to such

taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment or Payment. Lessee shall pay such taxes or charges as the same may become due, provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment.

8.03 INSURANCE. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Equipment. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least 30 days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Equipment Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, including a loss payable endorsement, or, if Lessee self-insures with Lessor's consent, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 ADVANCES. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Equipment Schedule for which the Equipment is under and shall be due and payable on the next Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 DAMAGE OR DESTRUCTION. If (a) the Equipment under an Equipment Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment under an Equipment Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to prepay its obligations hereunder if the Equipment Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 INSUFFICIENCY OF NET PROCEEDS. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) exercise its

option to prepay its obligations pursuant to the provision of the Equipment Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such prepayment may be retained by Lessee.

9.03 RISK OF LOSS. As between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others.

ARTICLE X

10.01 DISCLAIMER OF WARRANTIES. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Equipment from the Vendor based on its own judgment and expressly disclaims any reliance up on any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Equipment Schedules.

10.02 VENDOR'S WARRANTIES. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including, without limitation, warranties) related to the Equipment against the Vendor (collectively, the "Assigned Rights"). Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor. In the event Lessor retakes possession of the Equipment pursuant to the Lease, Lessee shall irrevocably assign to Lessor the Assigned Rights.

10.03 USE OF THE EQUIPMENT. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Equipment Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment.

10.04 MODIFICATIONS. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of State and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value and utility which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations,

additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

OPTION TO PREPAY. Lessee shall have the option to prepay the Payments due under an Equipment Schedule, but only if the Equipment Schedule so provides, and on the terms set forth in the Equipment Schedule.

ARTICLE XII

12.01 ASSIGNMENT BY LESSOR. Lessor's right, title and interest in, to and under each Equipment Schedule and the Equipment under such Equipment Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register or, if indicated in such notice of assignment, to a designated representative of the assignee or assignees.

12.02 ASSIGNMENT AND SUBLEASING BY LESSEE. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE EQUIPMENT MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.03 RELEASE AND INDEMNIFICATION COVENANTS. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Equipment Schedules hereunder, the ownership of any item of the Equipment, the loss of federal tax exemption of the interest on any of the Equipment Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to Equipment or injury to or death to any person; *provided, however,* that Lessee shall not be required to indemnify Lessor for Losses arising solely and directly out of or resulting from Lessor's own willful misconduct or gross negligence.

The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Equipment Schedule, or the termination of the Lease Term for such Equipment Schedule for any reason.

12.04 Appointment of Servicer. Lessor may at its sole discretion engage a servicer ("Servicer") to administer and exercise on behalf of Lessor, some or all of Lessor's rights, remedies and/or powers under this Agreement and/or any Equipment Schedule. The Lessor shall give written notice to the Lessee of its appointment, termination, removal or replacement of any Servicer, and the Lessee may rely on any such notice until any subsequent notice is given. Initially, the Lessor has engaged First American Commercial Bancorp, Inc. as the Servicer hereunder and First American Commercial Bancorp has accepted such engagement. The Lessor is under no obligation to appoint a Servicer; if at any time a Servicer has not been designated by the Lessor, any references to the "Servicer" herein shall refer to the Lessor. Any opinion or certificate provided for herein that is directed to the Servicer shall also be directed to, and may be relied upon by, the Lessor.

The Lessor shall be solely responsible for providing the funding under each Equipment Schedule. From and after the Commencement Date of an Equipment Schedule, if the Lessor has appointed a Servicer for such Equipment Schedule, the Lessee acknowledges and agrees that the Servicer shall exercise all of the rights and remedies of the Lessor under such Equipment Schedule, shall receive all reports, statements, notices

and other communications from the Lessee on behalf of the Lessor required to be delivered to the Lessor under the Equipment Schedule and this Agreement and shall be entitled to all of the protections afforded the Lessor under the Equipment Schedule and this Agreement, including without limitation, the right to be indemnified in accordance with Section 12.03.

ARTICLE XIII

13.01 EVENTS OF DEFAULT. Any of the following shall constitute an "Event of Default" under an Equipment Schedule:

- (a) Failure by Lessee to pay any Payment under the Equipment Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to maintain the insurance required by this Agreement;
- (c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Equipment Schedule, other than as referred to in subparagraph (a) or (b) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration, provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (d) Any statement, representation or warranty made by Lessee in or pursuant to the Equipment Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

13.02 REMEDIES ON DEFAULT. Whenever any Event of Default exists with respect to an Equipment Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Equipment Schedule, and by written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including (without limitation) delinquent Payments under the Equipment Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Equipment Schedule, may enter the premises where the Equipment subject to the Equipment Schedule is located and retake possession of the Equipment, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Equipment in accordance with Article 9 of the Uniform Commercial Code in effect in the State; *provided*,

however, that any proceeds from the disposition of the property in excess of the Prepayment Price and the sum required to pay any amounts then due or to become due under the Equipment Schedule shall be paid to Lessee or such other creditor of Lessee as each may be entitled thereto;

- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Equipment Schedule and this Agreement.

13.03 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and Equipment Schedules now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 COSTS AND ATTORNEYS' FEES. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE XIV

TAX PROVISIONS AND CERTIFICATION AS TO ARBITRAGE. Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Equipment Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Equipment under the Equipment Schedule will not be less than the total principal amount of the Payments.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Payments under the Equipment Schedule, or (ii) that may be used solely to prevent a default in the payment of the Payments under the Equipment Schedule.
- (c) The Equipment under the Equipment Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Payments under the Equipment Schedule.
- (d) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Equipment Schedule; (ii) are being sold pursuant to the same plan of financing as the Equipment Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (e) The officer or official who has executed the Equipment Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Equipment Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.
- (f) Lessee will take no action that would cause the interest portion of the Payments to become includable in gross income of the recipient for federal income tax purposes under the Code and Treasury Regulations, and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure

that the interest portion of the Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time.

- (g) Lessee will submit to the Secretary of the Treasury information reporting statements and other information relating to each Equipment Schedule at the times and in the forms required by the Code and the Regulations.
- (h) Lessee will have the sole use and possession of the Equipment. Lessee will use the Equipment only to perform essential governmental or proprietary functions of Lessee within the scope of Lessee's authority. Lessee will not permit the Equipment to be used in, for or by any private commercial activity.
- (i) Lessee acknowledges that the continued exclusion of the interest component of the Payments from gross income of the recipients thereof for purposes of federal income taxation depends, in part, upon compliance with the arbitrage limitations imposed by Section 148 of the Code, including the rebate requirement described below. Lessee hereby agrees and covenants that it will not permit at any time or times any of the proceeds of any Equipment Schedule or other funds of Lessee to be used, directly or indirectly, to acquire any asset or obligation the acquisition of which would cause any Equipment Schedule to be "arbitrage bonds" for purposes of Section 148 of the Code. Lessee further agrees and covenants that it shall do and perform all acts and things necessary in order to ensure that the requirements of Section 148 of the Code are met, including the rebate requirements of Section 148(f) of the Code. Section 148(f) of the Code requires the payment to the United States of the excess of the amount earned on the investment of proceeds over the amount that would have been earned on such investments had the amount so invested been invested at a rate equal to the yield on the Equipment Schedule, together with any income attributable to such excess. In connection with the rebate requirement, Lessee shall maintain (or cause to be maintained) records of all amounts paid to the United States pursuant to this Section and records of the rebate calculations pertaining to the investment of the proceeds of the Equipment Schedules until six years after the final retirement of each Equipment Schedule.
- (j) The weighted average maturity of the Equipment Schedule does not exceed 120% of the weighted average reasonably expected economic life of the property to be financed with the net proceeds of the Equipment Schedule.
- (k) All proceeds of the Equipment Schedule will be expended on (i) costs properly chargeable to a capital account under general federal income tax principles ("Capital Expenditures") or (ii) other costs, not exceeding 5% of the proceeds of the Equipment Schedule, which are directly related to the Capital Expenditures and which carry out the governmental purposes of Lessee.
- (l) Payment of Payments and other amounts due under each Equipment Schedule is not directly or indirectly guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof.
- (m) To the extent proceeds of the Equipment Schedule are used to reimburse Lessee for amounts paid prior to the execution and delivery of the Equipment Schedule, such reimbursed amounts were originally expended on Capital Expenditures no more than 60 days prior to the date on which Lessee adopted an "official intent" (as defined in Section 1.150-2 of the Regulations) for the reimbursed costs.

ARTICLE XV

15.01 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses on the first page hereof (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

15.02 FURTHER ASSURANCES. Lessee agrees to execute such other and further documents, including (without limitation) and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Equipment Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Equipment Schedules.

15.03 BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

15.04 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15.05 WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

15.06 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Equipment Schedules at the time of such amendment or modification.

15.07 EXECUTION IN COUNTERPARTS. This Agreement and the Equipment Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

15.08 ENTIRE AGREEMENT. THIS AGREEMENT AND THE EQUIPMENT SCHEDULES REPRESENT AND (i) CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND (ii) SUPERSEDE ALL OTHER WRITINGS, COMMUNICATIONS, UNDERSTANDINGS, AGREEMENTS, PURCHASE ORDERS, SOLICITATION DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY REQUEST FOR PROPOSAL AND RESPONSES THERETO AND OTHER RELATED DOCUMENTS (TOGETHER, THE "BID DOCUMENTS")) AND ANY REPRESENTATIONS, EXPRESS OR IMPLIED ("PRIOR UNDERSTANDINGS"), AND MAY NOT BE CONTRADICTED OR AMENDED BY PRIOR UNDERSTANDINGS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY BID DOCUMENT, LESSOR IS NOT BOUND BY ANY PROVISION OF ANY BID DOCUMENT.

15.09 USURY. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in the related Equipment Schedule, in no event shall this Agreement or any Equipment Schedule hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

15.10 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

15.11 CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Accepted By Lessee:	
By:	
Name:	
Title:	Date:
Accepted By Lessor:	
CN FINANCING, INC.	
By:	
Name:	<div>CONFIDENTIAL SAMPLE The information contained herein is confidential and for the sole use of the persons to whom it is delivered. It may not be reproduced in whole or in part, without the express written permission of Lessor. Such permission must also be obtained prior to discussing or disclosing copies of the contents hereof with any person or entity other than</div>
Title:	

ADDITIONAL CUSTOMER INFORMATION

To: CN FINANCING, INC. and/or its assigns

("CN Financing")

From:

("Customer")

Property Insurance Information:

Insurance Company:	Agent's Name:
Agent's Telephone #:	Agent's E-mail:

CN FINANCING, INC. and/or its assigns shall be named as lenders loss payee under casualty coverage.

Liability Insurance Information:

If the same as the property insurance Information above, please check here ☐

Insurance Company:	Agent's Name:
Agent's Telephone #:	Agent's E-mail:

CN FINANCING, INC. and its assigns shall be named as an additional insured under liability coverage.

Accounts Payable Information: INVOICES WILL BE E-MAILED TO THE CONTACT(S) BELOW:

Contact Name:	Contact Name:
Telephone:	Telephone:
E-mail Address:	E-mail Address:

Automatic Payment Authorization (ACH):

Bank Name:	Account Name:
Account Number:	ABA (Routing) #:
Bank Address:	

Reference: Applicable CN Financing Agreement Number:

Customer hereby authorizes CN Financing to initiate debit entries in the bank account identified above for all of the amounts now or hereafter due and owing under any lease, loan, installment payment, usage and/or other financing agreement by and between Customer and CN Financing, now existing or hereafter arising (collectively, the "Finance Contract"), and in case of a default, the full amount due under the Finance Contract. Customer represents and warrants to CN Financing that the above account is a commercial account established in connection with Customer's business and not for personal, family, or household purposes. Customer remains responsible for making payments to CN Financing if the funds are not available or cannot be automatically debited from Customer's bank account. **THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CUSTOMER PROVIDES NOT LESS THAN TWENTY (20) DAYS PRIOR WRITTEN NOTICE OF ITS TERMINATION TO CN FINANCING.**

Authorized By Customer:

By:	<div>CONFIDENTIAL SAMPLE</div> <p>The information contained herein is confidential and for the sole use of the persons to whom it is delivered. It may not be reproduced in whole or in part, without the express written permission of Lessor. Such permission must also be obtained prior to discussing or disclosing copies of the contents hereof with any person or entity other than Lessor.</p>	
Name:		
Title:		

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p align="center">Request for Taxpayer Identification Number and Certification</p> <p align="center">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p align="center">Give Form to the requester. Do not send to the IRS.</p>
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1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CN FINANCING, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual sole proprietor or <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 96	Requester's name and address (optional)
6 City, state, and ZIP code FAIRPORT, NY 14450	
7 List account number(s) here (optional)	

m

| Social security number |

[i11] - [D

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *Number To Give the Requester* for guidelines on whose number to enter.

What Name and

95-4774574

Part II Certification

Under penalties of perjury, I certify that:

1. Employer identification number

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here Signature of
U.S. person

Date /Z--'JJ, UJZ(

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-8 (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-8 (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev.10-2018)

faef.com/power-utilities



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BankFunding, LLC

a subsidiary of a MBE/SWAM-certified firm

Stanley G. Oldroyd
Managing Director
BankFunding, LLC
14024 Clopper Road
Boys, MD 20841
Phone 301-518-4360
Email sol_droyd@comcast.net

August 26, 2024

Ms. Kim Cherbano
Town Clerk
Town of Ponce Inlet
4300 South Atlantic Ave.
Ponce Inlet, FL 32127

Re: RFP #2024-02 - Financing of Fire Apparatus

Dear Ms. Cherbano:

BankFunding, LLC is pleased to propose the following terms to provide tax-exempt lease/purchase financing of the new fire apparatus for the Town, in accordance with your Request For Proposals.

BankFunding, LLC is not a registered Municipal Advisor with the SEC or MSRB, and is not acting as a municipal or financial advisor. The information provided in this document is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.

Lessee: **Town Council of the Town of Ponce Inlet, FL.**
Lessee is a state or political subdivision within the meaning of Section 103(e) of the Internal Revenue Code of 1986, as amended (the “Code”).

Lessor: **BankFunding, LLC**, Boyds, MD, on behalf of its Assignee/Designee.

Type of Financing: Schedule under a tax-exempt Lease/Purchase Agreement (the “Agreement”). Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance and taxes. Payments due under the Agreement shall be based on the annual appropriation of funds during each year of the lease.

Ms. Kim Cherbano
August 26, 2024
Page 2

Equipment Type: new E-One fire rescue truck, as outlined in the RFP, subject to review and acceptance by the Lessor.

Date of Funding: assumed to be prior to October 3, 2024.

Amount Financed: assumed to be \$1,263,000.

Lease Term / Rate: 10 years / 4.62%, or as adjusted with movements in Treasury rates (see Proposal Expiration below).

Option 1

Payments: Ten (10) payments of \$160,559.59, payable annually in arrears, approximately as shown on the attached amortization schedule.

Option 2

Payments: Twenty (20) payments of \$79,570.89, payable semi-annually in arrears, approximately as shown on the attached amortization schedule.

Option 3

Payments: Forty (40) payments of \$39,607.27, payable quarterly in arrears, approximately as shown on the attached amortization schedule.

Escrow Funding: Subject to the terms of acceptance of this proposal, Lessor is willing to fund the final Amount Financed for this transaction into an escrow account as a means of holding the Lease Rate. In the event an escrow account is utilized, the escrow account will be used to pay equipment vendors, contractors, and any escrow expenses. Lessor will review and approve disbursement requests prior to disbursement of funds by the Escrow Agent.

Pre-Payment: Lessee will have the option to pre-pay the remaining lease balance on any payment due date after the first anniversary for 102% of the remaining balance.

Reimbursement: If Lessee intends to be reimbursed for any equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under Treasury Regulation Section 1.150.2.

Authorized Signors: Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.

- Legal Title:** Title to the equipment will be in the name of the Lessee. Lessor will be granted a security interest or lien on all collateral being financed.
- Insurance:** Lessee shall furnish confirmation of all-risk physical damage insurance coverage for the full cost of the property plus one million dollars (\$1,000,000) combined single limit property damage and bodily injury insurance covering the property. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.
- Documentation:** Documentation will be industry-standard and will be furnished by Lessor subject to negotiation between the parties.
- Legal Opinion:** Lessee's counsel shall furnish Lessor with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.
- Proposal Expiration:** In order to hold the interest rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by September 6, 2024. If notification occurs by this date the Lessor will honor the quoted Lease Rate for a closing on or before October 3, 2024.
- However, if notice is not received by September 6, 2024, or if funding does not take place by October 3, 2024, the Lease Rate and Lease Payment Amounts may be adjusted up or down in accordance with 79% of any change in the 5-year SOFR swap rate (currently 3.43%).
- Financial Statements:** Lessee shall provide to Lessor updated financial statements as needed so that the Lessor has at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of the Lessor, and to mutually-acceptable documentation. To render a credit decision, Lessee shall provide Lessor with the information requested above.

Ms. Kim Cherbano
August 26, 2024
Page 4

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment.
It is a pleasure to offer this proposal to the Town.

Sincerely,
BankFunding, LLC



Stanley G. Oldroyd
Managing Director

The proposed financing terms of Option ____ as outlined above are hereby agreed to and
accepted by:

(Name)

(Title)

(Date)

Lessor: BankFunding, LLC
Lessee: Town of Ponce Inlet, FL

	payment	4.62% interest	principal	balance	pre-payment
10/1/2024			\$	1,263,000.00	N/A
10/1/2025	\$ 160,559.59	58,350.60	102,208.99	1,160,791.01	N/A
10/1/2026	160,559.59	53,628.54	106,931.05	1,053,859.96	\$ 1,074,937.16
10/1/2027	160,559.59	48,688.33	111,871.26	941,988.71	960,828.48
10/1/2028	160,559.59	43,519.88	117,039.71	824,948.99	841,447.97
10/1/2029	160,559.59	38,112.64	122,446.95	702,502.05	716,552.09
10/1/2030	160,559.59	32,455.59	128,104.00	574,398.05	585,886.01
10/1/2031	160,559.59	26,537.19	134,022.40	440,375.65	449,183.16
10/1/2032	160,559.59	20,345.36	140,214.23	300,161.42	306,164.64
10/1/2033	160,559.59	13,867.46	146,692.13	153,469.28	156,538.67
10/1/2034	160,559.59	7,090.31	153,469.28	0.00	0.00
	\$ 1,605,595.90	\$ 342,595.90	\$ 1,263,000.00		

Lessor: BankFunding, LLC
Lessee: Town of Ponce Inlet, FL

			4.62%			
	payment	interest	principal	balance	pre-payment	
10/1/2024				\$ 1,263,000.00	N/A	
4/1/2025	\$ 79,570.89	29,175.30	50,395.59	1,212,604.41	N/A	
10/1/2025	79,570.89	28,011.16	51,559.73	1,161,044.68	\$ 1,184,265.58	
4/1/2026	79,570.89	26,820.13	52,750.76	1,108,293.92	1,130,459.80	
10/1/2026	79,570.89	25,601.59	53,969.30	1,054,324.62	1,075,411.12	
4/1/2027	79,570.89	24,354.90	55,215.99	999,108.63	1,019,090.81	
10/1/2027	79,570.89	23,079.41	56,491.48	942,617.15	961,469.49	
4/1/2028	79,570.89	21,774.46	57,796.43	884,820.72	902,517.13	
10/1/2028	79,570.89	20,439.36	59,131.53	825,689.19	842,202.97	
4/1/2029	79,570.89	19,073.42	60,497.47	765,191.72	780,495.55	
10/1/2029	79,570.89	17,675.93	61,894.96	703,296.76	717,362.69	
4/1/2030	79,570.89	16,246.16	63,324.73	639,972.02	652,771.46	
10/1/2030	79,570.89	14,783.35	64,787.54	575,184.48	586,688.17	
4/1/2031	79,570.89	13,286.76	66,284.13	508,900.36	519,078.36	
10/1/2031	79,570.89	11,755.60	67,815.29	441,085.06	449,906.77	
4/1/2032	79,570.89	10,189.06	69,381.83	371,703.24	379,137.30	
10/1/2032	79,570.89	8,586.34	70,984.55	300,718.69	306,733.07	
4/1/2033	79,570.89	6,946.60	72,624.29	228,094.41	232,656.29	
10/1/2033	79,570.89	5,268.98	74,301.91	153,792.50	156,868.35	
4/1/2034	79,570.89	3,552.61	76,018.28	77,774.21	79,329.70	
10/1/2034	79,570.89	1,796.68	77,774.21	0.00	0.00	
	\$ 1,591,417.80	\$ 328,417.80	\$ 1,263,000.00			

Lessor: BankFunding, LLC
Lessee: Town of Ponce Inlet, FL

		4.62%			
	payment	interest	principal	balance	pre-payment
10/1/2024			\$	1,263,000.00	N/A
1/1/2025	\$ 39,607.27	14,587.65	25,019.62	1,237,980.38	N/A
4/1/2025	39,607.27	14,298.67	25,308.60	1,212,671.78	\$ 1,236,925.22
7/1/2025	39,607.27	14,006.36	25,600.91	1,187,070.87	1,210,812.29
10/1/2025	39,607.27	13,710.67	25,896.60	1,161,174.27	1,184,397.76
1/1/2026	39,607.27	13,411.56	26,195.71	1,134,978.56	1,157,678.14
4/1/2026	39,607.27	13,109.00	26,498.27	1,108,480.30	1,130,649.90
7/1/2026	39,607.27	12,802.95	26,804.32	1,081,675.97	1,103,309.49
10/1/2026	39,607.27	12,493.36	27,113.91	1,054,562.06	1,075,653.30
1/1/2027	39,607.27	12,180.19	27,427.08	1,027,134.98	1,047,677.68
4/1/2027	39,607.27	11,863.41	27,743.86	999,391.12	1,019,378.94
7/1/2027	39,607.27	11,542.97	28,064.30	971,326.82	990,753.36
10/1/2027	39,607.27	11,218.82	28,388.45	942,938.37	961,797.14
1/1/2028	39,607.27	10,890.94	28,716.33	914,222.04	932,506.48
4/1/2028	39,607.27	10,559.26	29,048.01	885,174.04	902,877.52
7/1/2028	39,607.27	10,223.76	29,383.51	855,790.53	872,906.34
10/1/2028	39,607.27	9,884.38	29,722.89	826,067.64	842,588.99
1/1/2029	39,607.27	9,541.08	30,066.19	796,001.45	811,921.48
4/1/2029	39,607.27	9,193.82	30,413.45	765,588.00	780,899.76
7/1/2029	39,607.27	8,842.54	30,764.73	734,823.27	749,519.73
10/1/2029	39,607.27	8,487.21	31,120.06	703,703.21	717,777.27
1/1/2030	39,607.27	8,127.77	31,479.50	672,223.71	685,668.18
4/1/2030	39,607.27	7,764.18	31,843.09	640,380.62	653,188.23
7/1/2030	39,607.27	7,396.40	32,210.87	608,169.75	620,333.14
10/1/2030	39,607.27	7,024.36	32,582.91	575,586.84	587,098.58
1/1/2031	39,607.27	6,648.03	32,959.24	542,627.60	553,480.15
4/1/2031	39,607.27	6,267.35	33,339.92	509,287.68	519,473.43
7/1/2031	39,607.27	5,882.27	33,725.00	475,562.68	485,073.93
10/1/2031	39,607.27	5,492.75	34,114.52	441,448.16	450,277.12
1/1/2032	39,607.27	5,098.73	34,508.54	406,939.61	415,078.41
4/1/2032	39,607.27	4,700.15	34,907.12	372,032.50	379,473.15
7/1/2032	39,607.27	4,296.98	35,310.29	336,722.20	343,456.64
10/1/2032	39,607.27	3,889.14	35,718.13	301,004.07	307,024.15
1/1/2033	39,607.27	3,476.60	36,130.67	264,873.40	270,170.87
4/1/2033	39,607.27	3,059.29	36,547.98	228,325.42	232,891.93

7/1/2033	39,607.27	2,637.16	36,970.11	191,355.31	195,182.41
10/1/2033	39,607.27	2,210.15	37,397.12	153,958.19	157,037.35
1/1/2034	39,607.27	1,778.22	37,829.05	116,129.14	118,451.72
4/1/2034	39,607.27	1,341.29	38,265.98	77,863.16	79,420.42
7/1/2034	39,607.27	899.32	38,707.95	39,155.21	39,938.31
10/1/2034	39,607.27	452.06	39,155.21	(0.00)	(0.00)

\$ 1,584,290.80 \$ 321,290.80 \$ 1,263,000.00

(please see attached list of references)

RFP 2024-02 Capital Financing – Purchase of Fire Apparatus – REFERENCES

#1.	Agency	
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		
#2	Agency	
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		
#3	Agency	
Address		
Town, State, ZIP		
Contact Person		
Telephone	Email:	
Date(s) of Service		
Type of Service		
Comments:		

BankFunding, LLC was organized in 2016 to provide tax-exempt lease financing of essential-use vehicles and equipment for Municipalities and K-12 school districts.

The Managing Director of BankFunding, LLC has been in the equipment-financing business for over 20 years and has originated hundreds of millions of dollars of equipment-based financing transactions.

References for BankFunding, LLC would include the following.

Marie Ash, Procurement
Wicomico County BOE
Salisbury, MD
410-677-4503
mash@wcboe.org

Cathy Wuertz, Deputy Comptroller
Town of Babylon
Lindenhurst, NY
631-957-3044
cwuertz@townofbabylon.com

Krista Wareham
Finance Manager
City of Fredericksburg, TX
830-990-2039
kwareham@fbgtx.org

Laurie A. Andre
Acting Director, GGSC
State of Maine
207-592-0725
laurie.a.andre@maine.gov

David Griesel
General Manager
Oklahoma Environmental Management Authority
El Reno, OK
405-262-0161
dgriesel@oemaok.org

NON-COLLUSION AFFIDAVIT

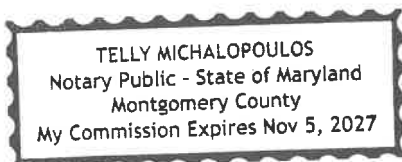
I, Stanley G. Oldroyd, depose and say that:

1. I am Managing Director of the firm BankFunding, LLC the firm submitting the response described in this Request for Proposals for RFP 2024-02; Capital Financing – Purchas of Fire Apparatus and that I executed the said response with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the Town of Ponce Inlet relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Stanley G Oldroyd
Proposer's Signature

8/26/24
Date Signed

STATE OF: Maryland COUNTY OF: Montgomery
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of August, 2024, by Stanley G. Oldroyd as authorized representative of the bidder agency submitting this RFP 2024-02 packet.
Notary Stamp/Seal
[Signature]
Notary Signature
Personally known _____ OR ☒ Produced Identification: Maryland State License
Type of ID presented: Maryland



BankFunding, LLC

a subsidiary of a MBE/SWAM-certified firm

Stanley G. Oldroyd

Managing Director

14024 Clopper Road

Boys, MD 20841

301-518-4360

sol_droyd@comcast.net



Meeting Date: 9/19/2024

Agenda Item: 11C – iii.

Report to Town Council

Topic: Resolution 2024-19 – Authorizing the execution and delivery of a lease-purchase agreement with TD Equipment Finance, Inc. for the acquisition, financing, leasing, and purchase of a 75' quint fire apparatus from Matheny Fire and Emergency.

Items Included:

- Resolution 2024-19
- Non-discretionary account agreement & draft financing documents.
- Email communications.

RESOLUTION 2024-19

A RESOLUTION OF TOWN OF PONCE INLET, VOLUSIA COUNTY FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT WITH TD EQUIPMENT FINANCING, INC., WITH RESPECT TO THE ACQUISITION, FINANCING, LEASING, AND PURCHASE OF A 75' QUINT FIRE APPARATUS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Ponce Inlet, a municipal corporation duly organized and existing as a political subdivision of the State of Florida ("Lessee"), is authorized by the laws of the State of Florida to purchase, acquire, and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to acquire, finance, lease, and purchase a 75' Quint fire apparatus with a principal cost not to exceed \$1,263,000, constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease-Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

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

SECTION 1. Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$1,263,000.

SECTION 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Town Manager or designee of Lessee is authorized to execute, acknowledge, and deliver the Financing Documents and any and all instruments, documents and certificates which may be

required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Town Manager or designee of Lessee is authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

SECTION 3. The proper officers of Lessee are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things as necessary or proper for carrying out this resolution and the Financing Documents.

SECTION 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

SECTION 5. Nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

SECTION 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

It was moved by _____ and seconded by _____ 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 19th day of September 2024.

ATTEST:

Lois A. Paritsky, Mayor

Kim Cherbano, CMC
Town Clerk



A. Account Information

Account Information

These questions are essential for us to learn about your business, so that we may provide you with the appropriate services and advice. We respect your privacy and are committed to safeguarding your personal information. This information will be used and disclosed only in accordance with applicable law and our privacy policies.

Client Information

Account Title: _____

Legal Entity Name (Client): _____

Legal Address: _____

Telephone #: _____

Tax ID#: _____

Tax Year End Date (MM/DD/YYYY): _____

Trustee (required for ERISA plans): _____

Authorized Signer (name and address): _____

Authorized Signer (name and address): _____

Authorized Signer (name and address): _____

Other Parties to Receive Statements (name and address): _____

B. Investment Responsibility & Objective

1.1 Investment Responsibility:

Non-Discretionary: The client will instruct the Bank on all investment changes, and the Bank will not provide any advice on investments or changes. The Bank has no obligation to take action on the assets in the Account in the absence of instructions from the Client.

1.2 Account Description (Select all that apply)

- ☐ Bond Trustee
- ☐ Escrow
- ☐ Custody
- ☐ ERISA Plan
- ☐ Non-ERISA Employee Plan
- ☐ Directed Trust

2.0 Toronto-Dominion Bank (TD) or Affiliate Securities: I acknowledge that it is the Bank's policy not to acquire or retain TD or affiliate securities in accounts unless specifically authorized by the governing instrument or court order, or unless so directed by the account's principal, grantor or other authorized person. In addition, the Bank will not render investment advice with regard to any TD or affiliate security held in accounts under management. By initialing below, I authorize and direct the Bank to retain any shares of TD or any affiliate security deposited to my account, and I confirm that I understand that the Bank will not provide investment advice with regard to the TD or affiliate holding.

_____(Authorized Signer Initials)

SECURITIES AND INSURANCE		
NOT FDIC INSURED	NO BANK GUARANTEE	MAY LOSE VALUE

C. List of Assets and Authorized Instructions

Please provide any third party investment advisor information as well as tax preparer information.

D. Online Access

The Bank offers its clients access to their account through the internet.

Are you interested in this service? (Please select response) ☐ YES ☐ NO

If Yes, would you like to receive your account statements via Online? (Please select response) ☐ YES ☐ NO

Authorized Signer (Name and Email Address: _____)

Authorized Signer (Name and Email Address: _____)

Authorized Signer (Name and Email Address: _____)

E. Client Agreement

Account.

The Client has opened an account with TD Bank, N.A. (the "Bank") as indicated above. The Bank will establish and maintain Client's account(s) ("Account") in Client's name in accordance with this agreement ("Agreement"), corporate resolution, appointing document and/or other governing document (the "Governing Documents") establishing the Account. For the purposes of this Agreement "Client" means party(s) identified as Client in section A above.

Services.

The Bank will provide the services agreed to by and between the Client and the Bank as set forth in the Governing Documents. Where there is a conflict between the services to be provided by the Bank, the Client and the Bank agree that the Governing Documents will control.

The Bank will not make any investment recommendations or provide investment advice on any assets held in the Account.

The Bank agrees, as applicable, to: (i) receive the assets deposited in the Account and keep such assets separate from all other assets held by, or owned by the Bank; (ii) collect all income coming due on the assets and principal upon maturity or sale; (iii) keep accurate records of all transactions in the Account and furnish the Client with monthly Account statements in the Bank's customary form, as it may be amended from time to time; (iv) provide annual tax

information summaries and will maintain appropriate records therefore; (v) follow instructions received from the Client or person's authorized to act on the Client's behalf; (vi) effectuate directed investments in permitted securities including accurate purchase or receipt, custody, pricing and redemption; (vii) disburse funds; and (viii) provide recordkeeping and reporting services as needed. Additional fees may be applicable to certain services.

The Bank is authorized to hold securities in the name of the Bank's nominee and to use a clearing corporation and a custodian for Account assets, The Client retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to the Bank.

Representations and Responsibilities.

Client represents and warrants to the Bank that any information provided by Client to the Bank with respect to this Account and this Agreement is complete and accurate. Client agrees that any direction given to the Bank by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, or action taken by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, will be proper under this Agreement, and that the Bank is entitled to rely upon any such information or direction. If the Bank fails to receive direction from the Client, Client's authorized agent, authorized signer or other authorized third party administrator, regarding any transaction, if

the Bank receives ambiguous direction regarding any transaction, or if the Bank, in good faith, believes that any transaction requested is in dispute, the Bank reserves the right to take no action until further clarification acceptable to the Bank is received from the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client. the appropriate signatory or government or judicial authority, as applicable.

Client Appointment of Agent.

The Bank may permit the Client to appoint, through written notice acceptable to the Bank, an authorized agent to act on Client's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but the Bank has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Bank will not be responsible for losses of any kind that may result from directions, actions, or failures to act by Client's authorized agent, and the Client agrees to reimburse the Bank for any loss the Bank may incur as a result of such directions, actions, or failures to act by such authorized agent.

ERISA Accounts.

The Client acknowledges and agrees that the Bank is not acting as a fiduciary and is not considered a fiduciary under ERISA. The Client acknowledges and agrees that the Bank: (i) is not and will not exercise any discretionary authority or discretionary control over the management of any ERISA account, or exercise any authority or control over the management or disposition of ERISA account assets; (ii) has not and will not render investment advice (within the meaning of ERISA) to any ERISA account for a fee, and does not have any authority or responsibility to do so; and (iii) has no discretionary authority or discretionary responsibility over the administration of any ERISA account. ERISA used herein refers to the Employee Retirement Income Security Act of 1974.

Fees.

Client agrees to be responsible for payment of fees to the Bank for the services provided under this Agreement at the time such fees are due. The fees will be determined at the time this Agreement is entered into. Such fees may be subject to change on written notice. If fees are not paid when due the Bank reserves its right to pursue available legal options.

Communications with Client.

Except as otherwise set forth in this Agreement, the Client may communicate with the Bank orally, in writing, or via electronic means including facsimile or electronic mail (e-mail). The Bank will require that any instructions be made in writing and may require further confirmation before any action is taken based on the instructions.

Governing Law.

Except to the extent preempted by the Governing Documents or federal law, this Agreement and the interpretation and application of the provisions hereof shall be governed and construed in accordance with the laws of New York, without giving effect to its choice of law provisions.

Indemnity/Liability. Except to the extent that indemnity and liability are set forth in the Governing Documents, the Client agrees to defend, indemnify and hold the Bank harmless from any and all actions, claims, liabilities, damages and expenses, including without limitation costs of defense and reasonable attorneys' fees, (collectively "Claims") which the Bank may suffer, incur or be caused to pay arising out of the Bank's performance pursuant to this

Agreement, except to the sole extent that any such Claim arises from the Bank's bad faith, willful misconduct or breach of this Agreement.

The Bank will not be responsible for losses of any kind that may result from the Clients' direction to the Bank or the Client's actions or failure to act, and Client agrees to reimburse the Bank for any loss it may incur as a result of such directions, actions or failure to act.

Market Decline. Client acknowledges that the Account is and shall be subject to market fluctuations, and the Bank does not warrant or represent any level of performance or return for the Account.

Arbitration. Except to the extent that arbitration and/or litigation procedures are set forth in the Governing Documents, the parties agree that any controversy, claim or dispute concerning any transaction, or connected with or arising out of this Agreement or any other agreement between the parties, arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The arbitration shall be governed by the laws of the State of New York. Unless otherwise agreed to by the parties, any arbitration will be held in New York, New York. Notwithstanding this binding arbitration clause, Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

Other Litigation. The Bank is under no obligation to pursue in court any claim against a third party for money or property due to the Client.

Modification/Termination. Except as otherwise set forth in the Governing Documents and applicable state law, this Agreement may be modified by mutual written consent and may be terminated by either party without advance notice.

Notices.

All notices hereunder shall be delivered in accordance with the Governing Documents.

Assignment.

This Agreement is not assignable by any party without the consent of the other party.

Counterparts.

This Agreement may be executed in one or more counterparts and all counterparts together shall constitute a single agreement among the parties.

Users and Security.

Where Client on-line access is permitted, Client agrees that Client is responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") assigned by the Bank to Clients, (2) not allowing unauthorized persons to use their IDs, (3) any charges or damages that may be incurred as a result of

Client’s failure to maintain the strict confidentiality of their IDs, and (4) promptly informing the Bank of any need to deactivate an ID due to security concerns. The Bank is not liable for any harm related to the theft of IDs assigned to Client, Client’s disclosure of such IDs, or Client allowing another person or entity to access and use such IDs.

Entire Agreement.

This Agreement, including the Governing Documents, constitutes the entire understanding between the parties relating to the subject

matter contained herein and merges and supersedes all prior discussions and writings between them. No party shall be bound by any condition, warrant, or representation other than as expressly stated in the Agreement or subsequently set forth in a writing signed by all parties.

Severability.

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement

IN WITNESS WHEREOF, _____ Authorized Signer, _____
the Authorized Signer, _____ the Authorized Signer, and TD Bank, N.A., Agent, have hereunto set their hands, this _____
_____ day of _____, 20__ and I acknowledge receipt of the privacy
notice.

Authorized Signer

Authorized Signer

Authorized Signer

TD Bank, N.A. By: _____
Name Signature

We are providing this document for informational purposes only. This does not constitute an offer of credit or approval for financing. TDEF reserves the right for further comment and review

LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of _____, is made and entered into by and between **TD EQUIPMENT FINANCE, INC.**, and its successors and permitted assigns ("Lessor"), and _____, a political subdivision of the State of Florida ("Lessee").

RECITALS

WHEREAS, Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount") to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement"), among Lessor, Lessee and TD Bank, N.A., as escrow agent (the "Escrow Agent"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

- (i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;
- (ii) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;
- (iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;
- (iv) evidence of insurance coverage or self-insurance as required by Article V;
- (v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;

(vii) a properly completed and executed IRS Form 8038-G;

(viii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;

(ix) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary;

(x) copies of any filings required under State law, including any filings required to be made by Lessee with the State Division of Bond Finance; and

(xi) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental

Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section 10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section 2.05 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section 3.01 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

Section 3.02 Option 1 - No Optional Prepayment. Lessee shall not have the option to prepay its obligations hereunder prior to the end of the Lease Term.

Option 2 - Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03 Mandatory Prepayment from Excess Funding Amount. Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder [in the inverse order of Rental Payment dates][pro rata].

Section 3.04 Release of Lessor's Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor's interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and

instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee's current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Lien") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee's financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.

Section 4.02 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

(c) [Lessee certifies that it has designated this Agreement as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.]¹

ARTICLE V INSURANCE

Section 5.01 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02 Insurance Requirements. All insurance policies required by Section 5.01 shall be taken out and maintained with insurance companies rated not less than "A" by A.M. Best Company and otherwise acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be

¹ Only include for "bank-qualified" transactions.

subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as lender's loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 5.01 with the prior written consent of Lessor.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section 6.01 Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or

similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Reserved.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

Section 7.04 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE VIII RISK OF LOSS; CASUALTY

Section 8.01 Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section 8.02 Notice of Loss. If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03 Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this

Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04 Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

ARTICLE IX ASSIGNMENT

Section 9.01 Assignment by Lessor. Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee's failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) **See Credit Approval** *OPTION 1 Reserved*

(e) *OPTION 2* (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") by more than three levels ((including numeric or other modifiers) from its rating as of the Closing Date, respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency,

(e) OPTION 3 (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") below "Baa3" or "BBB-", respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) To the extent permitted by law, Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such

documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein.

With respect to any provision of the Agreement requiring Lessee to return all or any portion of the Equipment to Lessor or to transfer title to all or any portion of the Equipment to Lessor, Lessee agrees to voluntarily do so. In the event that Lessee fails or refuses to return or transfer the Equipment or title thereto voluntarily as set forth above, Lessor acknowledges that the Agreement does not and shall not create a right in Lessor to involuntarily dispossess Lessee of title to or possession of all or any item of the Equipment. In lieu of such right Lessor shall be entitled to and Lessee agrees to pay to Lessor immediately, but only from legally available funds, the Purchase Price, plus any Rental Payments accrued and unpaid as of the date of such payment.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.

Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified

(subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "\$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

Lessee

TD EQUIPMENT FINANCE, INC.
Lessor

By: _____
Name:
Title:

Address:

By: _____
Name:
Title:

Address:

12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

DRAFT

[Signature Page to Lease Purchase Agreement]

Equipment Schedule

1. Equipment Description: The Equipment consists of the following:
2. Equipment Location: The Equipment is or will be located at:

DRAFT

Payment Schedule

1. Closing Date: , 20
2. Funding Amount: \$
3. Escrow Period: Period ending , 20
4. Interest Rate:
5. Rental Payments:

Payment Date	Principal	Interest	Rental Payment	Outstanding Balance
Total				

6. Purchase Price: The Purchase Price is an amount equal to the greater of (i) _____ % of the outstanding principal balance of the Rental Payments or (ii) the outstanding principal balance of the Rental Payments plus the Yield Maintenance Fee. As used herein, "Yield Maintenance Fee" means an amount equal to (i) the outstanding principal amount of the Rental Payments multiplied by (ii) the Interest Rate set forth above minus the bond equivalent yield for United States Treasury securities with a maturity date closest to the remaining Lease Term, and multiplied by (iii) the number of days in remaining in the Lease Term and divided by 360.

**Form of
LESSEE RESOLUTION**

A RESOLUTION OF LESSEE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, _____, a body politic and corporate duly organized and existing as a political subdivision of the Florida ("Lessee"), is authorized by the laws of the State of Florida to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$ _____ constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the funds made available by Lessor under the Agreement will be deposited pursuant to the terms of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$ _____.

BE IT FURTHER RESOLVED, that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The _____ Insert title of appropriate Lessee Officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The _____ Insert title of appropriate Lessee Officer of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED, that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other

documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Bank Qualified only BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Lease or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of Lessee as provided in the Lease.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this day of 20 .

GOVERNING BODY OF LESSEE

By: _____
Name: _____
Title: _____

**Form of
INCUMBENCY CERTIFICATE**

The undersigned, the duly appointed and acting _____ of ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of _____ (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of _____ approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of _____

By: _____
Name: _____
Title: _____

Form of

OPINION OF COUNSEL TO LESSEE
[Place on Letterhead of Counsel to Lessee]

, 20

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of [Date], between TD Equipment Finance, Inc.
and

Ladies and Gentlemen:

[I][We] have acted as counsel to ("Lessee") in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an executed counterpart of that certain Escrow Agreement dated _____, ____ (the "Escrow Agreement" and, together with the Agreement, the "Financing Documents"), among Lessor, Lessee, and TD Bank, N.A., as escrow agent, (c) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Financing Documents and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Financing Documents and to perform its obligations thereunder.
3. Each of the Financing Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Financing Documents or the interest of Lessor or its assigns, as the case may be, in the Equipment.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,

**Form of
ACCEPTANCE CERTIFICATE**

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement dated as of [Date] (the "Agreement") between TD Equipment Finance, Inc. and ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: _____

By: _____
Name:
Title:

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into as of [] by and among **TD BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America ("Escrow Agent"), **TD EQUIPMENT FINANCE, INC.**, a Maine corporation, as lessor ("Lessor"), and [], a political subdivision of the State of [], as lessee ("Lessee"). Escrow Agent, Lessor and Lessee shall be collectively referred to as the "Parties." Capitalized terms in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease (as defined therein).

RECITALS

1. Pursuant to a Lease Purchase Agreement, dated as of [] ("Lease"), between Lessor and Lessee, Lessee will lease from Lessor certain personal property described therein ("Equipment") on the terms and conditions set forth therein.
2. Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of \$[] ("Funding Amount"), for credit to the Escrow Fund established hereunder which Funding Amount will be used to pay all or a portion of the costs of the Equipment.
3. Lessor and Lessee desire to engage Escrow Agent to receive, hold and disburse the Funding Amount as provided herein.

The parties hereto agree as follows:

ARTICLE 1: PURCHASE FUND.

Section 1.01. Escrow Agent shall (i) establish a special escrow fund designated as the "[] Escrow Fund" ("Escrow Fund"), (ii) keep the Escrow Fund separate and apart from all other funds and moneys held by it and (iii) administer the Escrow Fund as provided in this Escrow Agreement.

Section 1.02. All moneys deposited with Escrow Agent by Lessor pursuant to the Lease shall be credited to the Escrow Fund. Upon receipt of a fully completed Payment Request Form attached hereto as Exhibit A, duly executed by Lessor and Lessee, together with all supporting documents described therein, Escrow Agent shall disburse the amount requested directly to the specified person(s) or entity(ies).

Section 1.03. Escrow Agent shall pay to Lessor, the entire remaining balance in the Escrow Fund including, if any, interest earned. Such payment shall not include the sum for which Escrow Agent has received a duly completed Payment Request Form which has not been disbursed on or before the Escrow End Date of _____. The amount paid to Lessor, pursuant to this Section, shall be applied to any prepayment amount pursuant to the terms of the Lease, the Rental Payments, and any other amounts due under the Lease, all as determined by Lessor.

Section 1.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing under the Lease, Escrow Agent shall transfer all moneys held in the Escrow Fund to Lessor.

Section 1.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement. Escrow Agent shall not be responsible for the authenticity or accuracy of certifications or documents, the application of amounts paid pursuant to certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments required.

ARTICLE 2: MONEYS IN ESCROW FUND; INVESTMENT.

Section 2.01. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor. Such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. The Parties intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title, or interest until Escrow Agent has fully satisfied all conditions contained herein for the disbursement of funds. Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of the security interest granted by Lessee to Lessor pursuant to the Lease and shall note, or cause to be noted, on all books and records relating to the Escrow Fund, Lessor's security interest therein.

Section 2.02. Moneys in the Escrow Fund shall be invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund that Escrow Agent customarily utilizes in its normal course of business.

ARTICLE 3: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 3.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Escrow Agent's duties hereunder shall be limited to those specifically provided herein.

Section 3.02. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Escrow Agent shall be vested with a lien on all property deposited hereunder. If the Lessee and Lessor dispute the correct interpretation of the Lease or Escrow Agreement and instructions given to Escrow Agent, Escrow Agent has the right hold said property for indemnification until and unless its reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature are fully paid.

Section 3.03. If Lessee or Lessor disagree about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all reasonable costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 3.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 4: ESCROW AGENT'S COMPENSATION.

Section 4.01. Lessor hereby agrees to pay Escrow Agent _____ as annual compensation for the services to be rendered hereunder and will pay and/or reimburse Escrow Agent upon request for all reasonable expenses, disbursements, and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 5: CHANGE OF ESCROW AGENT.

Section 5.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of Lessor and Lessee. Upon such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement and transfer the money in the Escrow Fund.

Section 5.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or is approved by Lessee and Lessor.

Section 5.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 6: ADMINISTRATIVE PROVISIONS.

Section 6.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or their agents, at any time during regular business hours. Escrow Agent shall provide such records to Escrow Agent and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Escrow Fund.

Section 6.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to Escrow Agent at 12000 Horizon Way, Mt. Laurel, NJ 08054, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid or on the date of delivery if sent via overnight mail.

Section 6.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Escrow Fund. This Escrow Agreement shall be construed and governed exclusively in accordance with the laws of the State of New Jersey.

Section 6.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 6.05. This Escrow Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 6.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

We are providing this document for informational purposes only. This does not constitute an offer of credit or approval for financing. TDEF reserves the right for further review and comment.

Section 6.07. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 6.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the Parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose stated.

[signatures on following page]

DRAFT

We are providing this document for informational purposes only. This does not constitute an offer of credit or approval for financing. TDEF reserves the right for further review and comment.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

TD BANK, N.A., Escrow Agent

By: _____
Name :
Title:

By: _____
Name:
Title:

Address: 12000 Horizon Way.
Mt. Laurel, NJ 08054

Address: 12000 Horizon Way
Mt. Laurel, NJ 08054

Telephone: (856) 685-5227
Fax: (856) 533-1022

Telephone: (856) 685-5141
Fax: (856) 533-7136

[LESSEE]

By: _____
Name:
Title:

Address:

Telephone:
Fax:

[Signature Page to Escrow Agreement]

We are providing this document for informational purposes only. This does not constitute an offer of credit or approval for financing. TDEF reserves the right for further review and comment.

EXHIBIT A
TO ESCROW AGREEMENT

Form of Payment Request No. _____

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of [_____] (“Escrow Agreement”), by and among the said Escrow Agent, TD Equipment Finance, Inc. (“Lessor”), and [_____] as lessee (“Lessee”) is hereby requested to pay, from the Escrow Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the costs of the Equipment (as defined in Lease) designated opposite such payee’s name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Lease.

<u>Payee Name & Address</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>

Total: \$ _____

The undersigned certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor’s payment requisition and (2) Lessee’s acceptance certificate relating to the Equipment in the form prescribed by the Lease; provided that if the payment is a progress payment no separate acceptance certificate shall be required.

Dated _____, ____

[LESSEE]

Received and Approved:

TD EQUIPMENT FINANCE, INC.,

By: _____
Name:
Title:

By: _____
Name:
Title:

Updated August 2022

We are providing this document for informational purposes only. This does not constitute an offer of credit or approval for financing. TDEF reserves the right for further review and comment.

MONEY MARKET DISCLOSURE AND AUTHORIZATION
GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND
SERVICE SHARES
CUSIP# 38141W257 FUND# 467

Client:

Issue:

DISCLOSURE

Goldman Sachs Financial Square Government Fund Service Shares (the "Fund") is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank's aggregate average daily net assets in the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

CLIENT:

Authorized Signer

Date: _____, 20____

FACTS	WHAT DO THE TD BANK COMPANIES DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number and income • Account balances and payment history • Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the TD Bank Companies choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do the TD Bank Companies share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We Don't Share, Unless You Provide Consent
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We Don't Share

To limit our sharing	<p>Call us as follows: TD Bank: 1-888-937-1050 TD Auto Finance, a division of TD Bank: 1-888-837-2115</p> <p>Please note: If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us any time to limit our sharing.</p>
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Questions?	<p>Call TD Bank: 1-888-937-1050 or go to tdbank.com/Privacy TD Auto Finance, a division of TD Bank: 1-888-837-2115</p>
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Who we are

Who is providing this notice?	This privacy notice applies to the entities within the TD Bank US Holding Company family which are listed below (collectively the “TD Bank Companies”) to the extent that they do not have their own privacy notices.
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What we do

How do the TD Bank Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How do the TD Bank Companies collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice to limit marketing offers from our affiliates will apply only to you, unless you tell us to apply it to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include those companies that control, are controlled by or under common control with TD Bank US Holding Company or The Toronto-Dominion Bank, such as other banks, financial companies, registered broker dealers, investment advisors, and insurance agencies.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>The TD Bank Companies do not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include companies that offer products and services such as credit cards, credit insurance and vehicle financing.</i>

Other important information

If you recently moved or changed your contact information, we encourage you to contact us to update your information.

California and Vermont Residents: We only share information with third parties as permitted by the law of your state.

This privacy notice applies to the following TD Bank Companies, to the extent that they do not have their own privacy notices:

TD Bank USA, N.A.

TD Bank, N.A. Subsidiaries

TD Bank, N.A.

TD Private Client Wealth LLC

TD Wealth Management Services Inc.

This privacy notice applies to consumers and not to business entities or business transactions. The notice does not constitute a contract, nor does it modify or amend any agreement we have with you.

From: [Morris, Margaret M \(she/her/hers\)](#)
To: [Dan Scales](#); [St.Leger, Kathleen M \(she/her/hers\)](#)
Subject: FW: Ponce Inlet Apparatus Finance Question
Date: Wednesday, September 11, 2024 10:29:57 AM
Attachments: [image009.png](#)
[TD Equipment Finance \(TD Bank\) - RFP2024-02 Submittal \(002\).pdf](#)
[Human Trafficking Affidavit FORM 08142024 \(002\).docx](#)

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

Dan, We will execute and incorporate into final document package.

Thanks!

Maggie Morris | Vice President - Regional Manager

TD Equipment Finance, Inc.

4061 Powder Mill Rd, Suite 420 | Calverton, MD 20705

Phone: (301) 289-3527 | Cell (240) 938-1653

margaret.morris@td.com

Internal

From: Dan Scales <dscales@ponce-inlet.org>
Sent: Wednesday, September 11, 2024 9:49 AM
To: Morris, Margaret M (she/her/hers) <Margaret.Morris@td.com>
Subject: FW: Ponce Inlet Apparatus Finance Question

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ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Daniel Scales, CFO
Public Safety Director
Town of Ponce Inlet
4300 South Atlantic Ave.
Ponce Inlet, FL 32127
Office (386) 322-6723
Cell (386) 547-9158



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Fire
Officer®



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Internal

From: Clifford Shepard <cshepard@shepardfirm.com>

Sent: Tuesday, September 10, 2024 11:28 AM

To: Dan Scales <dscales@ponce-inlet.org>

Cc: Mike Disher <mdisher@ponce-inlet.org>; Kim McColl <kmccoll@ponce-inlet.org>; Jeri Hall <jhall@ponce-inlet.org>

Subject: RE: Ponce Inlet Apparatus Finance Question

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Chief-

Made one change which you will see. Two other items need to be included:

1. Public records required language (below);
2. Human trafficking required Affidavit (attached).

Cliff

2) *CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:*

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.*
- 2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.*
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.*
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a*

format that is compatible with the information technology systems of the public agency.

CLIFFORD B. SHEPARD | ATTORNEY AT LAW
BOARD CERTIFIED - CITY, COUNTY & LOCAL GOVERNMENT LAW
CERTIFIED CIRCUIT & APPELLATE MEDIATOR



SHEPARD, SMITH,
KOHLMYER & HAND, P.A.
2300 MAITLAND CENTER PKWY, STE 100
MAITLAND, FL 32751
TOLL FREE: 866.247.3008
OFFICE: 407.622.1772 x101
CELL: 407.765.1159
FAX: 407.622.1884
SHEPARDFIRM.COM



From: Dan Scales <dscales@ponce-inlet.org>
Sent: Tuesday, September 10, 2024 10:13 AM
To: Clifford Shepard <cshepard@shepardfirm.com>
Cc: Mike Disher <mdisher@ponce-inlet.org>; Kim McColl <kmccoll@ponce-inlet.org>; Jeri Hall <jhall@ponce-inlet.org>
Subject: FW: Ponce Inlet Apparatus Finance Question
Importance: High

Good morning Cliff,

Attached to this email is a lease/purchase agreement with TD Bank for the purchase of a new fire apparatus. This is scheduled for Council September 19.

Would you please review per the email below from TD Bank? I'm finalizing the staff report for Mike and would like this ASAP.

Thanks.

Daniel Scales, CFO
Public Safety Director
Town of Ponce Inlet
4300 South Atlantic Ave.
Ponce Inlet, FL 32127
Office (386) 322-6723
Cell (386) 547-9158



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From: Laquitara, Loriann <Loriann.Laquitara@td.com>

Sent: Tuesday, September 10, 2024 9:32 AM

To: Morris, Margaret M (she/her/hers) <Margaret.Morris@td.com>

Subject: RE: Ponce Inlet Apparatus Finance Question

Hi

We require the opinion of counsel but if the lessee counsel is handling everything, then it would be the Reso approving the lease with TDEF, copy of the Board Meeting Minutes and the opinion

Loriann Laquitara | Sr. Operations Officer II

TD Equipment Finance, Inc.

NJ5-134-403 | 12000 Horizon Way, 4th Floor, Mount Laurel, NJ 08054

T: 856 685 5259 | F: 856 533 1022

Internal

From: Morris, Margaret M (she/her/hers) <Margaret.Morris@td.com>

Sent: Tuesday, September 10, 2024 9:00 AM

To: Laquitar, Loriann <Loriann.Laquitar@td.com>

Subject: FW: Ponce Inlet Apparatus Finance Question

I doubt this has been assigned to you yet... is there anything else we need in general from the Counsel meeting?

Maggie Morris | Vice President - Regional Manager

TD Equipment Finance, Inc.

4061 Powder Mill Rd, Suite 420 | Calverton, MD 20705

Phone: (301) 289-3527 | Cell (240) 938-1653

margaret.morris@td.com

Internal

From: Dan Scales <dscales@ponce-inlet.org>

Sent: Tuesday, September 10, 2024 8:57 AM

To: Morris, Margaret M (she/her/hers) <Margaret.Morris@td.com>

Cc: Kim McColl <kmccoll@ponce-inlet.org>; Jeri Hall <jhall@ponce-inlet.org>

Subject: Ponce Inlet Apparatus Finance Question

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ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE
FAITES PAS CONFIANCE

Good morning Margaret,

What documents related to Council action do you need for closing (Council resolution approving financing, meeting minutes, etc.)? I'm preparing my Council packet and want to make sure we have everything TD bank requires from Council.

Thanks.

Daniel Scales, CFO
Public Safety Director
Town of Ponce Inlet
4300 South Atlantic Ave.

Ponce Inlet, FL 32127
Office (386) 322-6723
Cell (386) 547-9158



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Meeting Date: 9/19/2024

Agenda Item: 13-A

Report to Town Council

Topic: Interlocal Agreement with Volusia County to maintain the current process for payment of Volusia County transportation impact fees on County-maintained roads within the Town of Ponce Inlet.

Summary: See attached staff report and supporting documents.

Suggested motion: Staff recommends approval of the Interlocal Agreement as presented to maintain the current process for County Transportation Impact fee collection and remittance.

Requested by: Mr. Lear, Planning & Development Director

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 citizens obtain the greatest value for their tax dollar.

To: Michael E. Disher, AICP, Town Manager
From: Darren Lear, AICP, Planning & Development Director
Date: August 28, 2024
Subject: Interlocal Agreement with Volusia County to maintain the current process for payment of Volusia County transportation impact fees on County-maintained roads within the Town of Ponce Inlet

MEETING DATE: September 19, 2024

Introduction

On June 25, 2024, Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees. The new law takes effect on October 1, 2024.

Overview

An impact fee is a one-time fee paid with construction of a new development or redevelopment to help pay for the cost of public facility improvements needed to support the impacts of that development. Although the Town does not collect its own transportation impact fee, developers must still pay a transportation impact fee to Volusia County. Volusia County's thoroughfare road impact fees are calculated based solely on County roads and State arterial roads within a designated impact fee zone¹.

The bill is intended to promote coordination between counties and municipalities on transportation impacts. The bill provides that if a county and/or a municipality charges a transportation impact fee for new development or redevelopment, the county and/or municipality must, by October 1, 2025:

- Create and execute an interlocal agreement to coordinate the mitigation of transportation capacity impacts; or
- Establish a process to collect and distribute the collected revenues,

Additionally, the law requires the entity issuing the building permit to collect the transportation impact fees and distribute the proceeds to the appropriate county or municipality within 60 days of receiving

¹ The county is split into four impact fee zones. Ponce Inlet is in Zone 2, together with Port Orange, New Smyrna Beach, Edgewater, and Oak Hill.

payment. If an interlocal agreement is not in place by the deadline, developers will receive a 10% reduction in impact fees and proportionate fair share agreements. However, these requirements do not apply to counties or municipalities that enter into an interlocal agreement by October 1, 2024 to maintain their current arrangements. That is the purpose of the proposed interlocal agreement.

The attached interlocal agreement maintains the existing system between Volusia County and the Town for the calculation and collection of county-wide thoroughfare road impact fees. It reaffirms that the preferred method is for developers to pay impact fees directly to the County, rather than through the Town. The agreement is being provided to all other municipalities that utilize this same arrangement.

Recommendation

Staff recommends **approval** of the Interlocal Agreement as presented to maintain the current process for County Transportation Impact fee collection and remittance.

Attachments

1. Interlocal Agreement – Transportation Impact Coordination
2. Correspondence – Alternative Mobility Funding

INTERLOCAL AGREEMENT
REGARDING TRANSPORTATION IMPACT COORDINATION
BETWEEN THE COUNTY OF VOLUSIA ("COUNTY")
AND
("TOWN OF PONCE INLET")

THIS INTERLOCAL AGREEMENT REGARDING TRANSPORTATION IMPACT COORDINATION (hereinafter "Agreement") is made and entered into this ____ day of _____, 2024, by and between the Town of Ponce Inlet, Florida (hereinafter referred to as the "Town") and the County of Volusia (hereinafter referred to as the "County") (Individually, "Party" and collectively, "Parties").

WITNESSETH

WHEREAS Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Stat.; and

WHEREAS, the county-wide thoroughfare road system consists of all state roadways and any roadway that is designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, that connects municipalities and regions of the County and is an important component for the County and the Cities; and

WHEREAS, the County and Cities have coordinated on the imposition and collection of thoroughfare road impact fees; and

WHEREAS, currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system; and

WHEREAS, Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee ("impact fee") has been paid;

WHEREAS, CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that requires the entity issuing the building permit to collect the impact fees; and

WHEREAS, new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

WHEREAS, the purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county-wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads;

SECTION 1. The above recitals are hereby incorporated in this Agreement as adopted findings of fact and intent.

SECTION 2. IMPOSITION AND COLLECTION OF THOROUGHFARE ROAD IMPACT FEES

- a. Pursuant to section 163.3180(5)(j)(4), Fla. Stat., the County thoroughfare road impact fees are imposed County wide, including in the incorporated areas of the Town, as provided in Chapter 70, Article III, of the Code of Ordinances, County of Volusia.
- b. Pursuant to section 70-76(a) of the Code of Ordinance, County of Volusia, the person applying for the issuance of a building permit shall make an application, verified by Town staff, to the County for an impact fee statement. The County shall issue an impact fee statement to the applicant for a building permit. Such impact fee statement sets forth the amount of the impact fee due.
- c. County shall provide the Town with appropriate contact information for personnel who will administrate the collection of impact fees.
- d. Town and County agree that payment and collection of impact fees shall:
 - ☒ be in the same manner as provided in Section 70-76 of the Code of Ordinances, County of Volusia. Fee payers shall pay the thoroughfare road impact fees to the County of Volusia. Pursuant to Section 70-77 of the Code of Ordinances, County of Volusia, the County shall collect and retain the actual costs of administering the impact fee program, which is in addition to the impact fee; or
 - ☐ be collected by the Town, as the entity issuing building permits, prior to the issuance of a certificate of occupancy, or the occupancy of the building. The Town retains their portion of the actual costs of administering the impact fee program, which is in addition to the impact fee. Thoroughfare Road Impact Fees collected by the Town shall be transferred to the County every month on the 15th of each month together with documentation on that each building or structure has paid the required impact fee.
- e. County shall use the collected Impact Fees in the same manner as provided in Sections 70-75, 70-76, and 70-77 of the Code of Ordinances, County of Volusia.

SECTION 3. NONPAYMENT OF IMPACT FEES

- a. County and Town agree that in the event of non-payment of impact fees by the fee payer the Town shall not issue a certificate of occupancy or approve occupancy of the building for which impact fees are due.
- b. If the fee payer has not paid the impact fees, the County may use the process provided in section 70-76 for collection of the impact fee.

SECTION 4. REFUND

- a. Nothing in this agreement alters the right of a fee payer to request refunds pursuant to section 70-78 of the Code of Ordinances, County of Volusia.

SECTION 5. TRANSPORTATION CONCURRENCY AND PROPORTIONATE FAIR SHARE; IMPACT FEE CREDITS

- a. Nothing in this agreement modifies, waives, or alters the method for transportation concurrency calculation or imposition or modifies the calculation, methodology, or imposition of proportionate share agreements pursuant to Chapter 70, Article I of the Code of Ordinances, County of Volusia or section 163.3180(5), Fla. Stat.

- b. Impact fee credits generated from transportation concurrency contributions, from proportionate fair share agreements pursuant to Chapter 70, Article I and Section 163.3180(5), or from right-of-way and for completed and accepted non-site related improvements may be used pursuant to section 70-75 and 70-79, of the Code of Ordinances, County of Volusia.
- c. Impact fee credits may be transferred pursuant to section 70-75(c)(3)(e) of the Code of Ordinances, County of Volusia.

SECTION 6. ADMINISTRATIVE REVIEW; INDEPENDENT CALCULATION

- a. Nothing in this agreement modifies or prevents the right of any fee payer to administrative review or hearing of any decisions regarding impact fees under Section 70-81 and 70-82 of the Code of Ordinances, County of Volusia.
- b. Nothing in this agreement modifies or prevents the right of any fee payer to determine their thoroughfare road impact by providing independent traffic documentation pursuant to the provisions of Section 70-75(c)(1) of the Code of Ordinances, County of Volusia.

SECTION 7. RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS. Nothing in this agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or Town jurisdiction over the Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8. TERM AND EFFECTIVE DATE. The Term of this Agreement shall commence on September 30, 2024, when filed with the Clerk of the Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Fla. Stat., and shall continue until terminated by either party.

SECTION 9. TERMINATION. The Town or County may terminate this Agreement at any time upon providing 90 days written notice of termination to the other Party.

SECTION 10. DISPUTE RESOLUTION.

- a. The Town and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other party. Initiation of the dispute resolution process shall operate as a state of the action which is the subject of the dispute.
- b. Notwithstanding the foregoing, in the event that either party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- c. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then affect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a

reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

- d. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third-party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues fostering joint problem-solving and exploring settlement alternatives.
- e. If the parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- f. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and Chapter 163, Fla. Stat.

SECTION 11. NOTICE. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses as set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia
 Attn: County Manager
 Copy to: County Attorney
 123 West Indiana Avenue
 DeLand, Florida 32720

If to the Town: Town of Ponce Inlet
 Attn: Town Manager
 Copy to: Town Attorney
 4300 South Atlantic Avenue
 Ponce Inlet, FL 32127

SECTION 12. SOLE BENEFIT. This Agreement is solely for the benefit of the Town and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

SECTION 13. AUTHORITY. The Town and County each represent and warrant to the other its respective authority to enter into this Agreement and acknowledge the validity and enforceability of this Agreement. The Town and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 14. ENFORCEMENT. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a wavier or relinquishment of such right or power at any other time.

SECTION 15. DEFENSE. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 16. AMENDMENTS. Amendments to this Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the Town and the County.

SECTION 17. NO WAIVER OF SOVEREIGN IMMUNITY. Both the Town and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or Town for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Town or County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

Approved by:

County Attorney's Office

ATTEST:

TOWN OF PONCE INLET

Michael E. Disher
Town Manager

Lois A. Paritsky
Mayor

Approved by:

Town Attorney's Office



July 15, 2024

Mr. Mike Disher
Town Manager
Ponce Inlet, Florida
4300 S Atlantic Avenue
Ponce Inlet, FL 32127

George Recktenwald
County Manager
Volusia County, Florida
123 W. Indiana Ave., DeLand, Florida 32720

RE: House Bill 479 - Alternative Mobility Funding Systems

Mr. Mike Disher,

Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees, on June 25. The new law takes effect on October 1, 2024. The bill provides that if a county and/or a municipality charge developers of a new development or redevelopment a fee for transportation capacity impacts, the county and/or municipality must, by October 1, 2025:


- (1) Create and execute an interlocal agreement to coordinate the mitigation of transportation capacity impacts
- (2) Establish a process to collect and distribute the collected revenue

The bill does not eliminate county transportation impact fees; however, it does encourage coordination between counties and municipalities regarding transportation impacts. If there is no interlocal agreement, the developer receives a ten percent reduction in the impact fees and proportionate fare share agreements. In addition, the entity that issues the building permit must collect the transportation impact fees and distribute the proceeds to the relevant county or municipality within 60 days of payment receipt. The above requirements do not apply to counties or municipalities that enter into an interlocal agreement by October 1, 2024.

Volusia County's thoroughfare road impact fees are only based on County roads and State arterial roads within an impact fee zone. Transportation concurrency contributions and proportionate fair share agreements for developments within municipalities still generate thoroughfare road impact fee credits for qualifying contributions. The attached interlocal agreement secures the status quo existing system that exists between Volusia County and most of the municipalities regarding the calculation and collection of county-wide thoroughfare road impact fees. It also confirms that the preferred option for developers to pay impact fees is directly to the County, rather than being collected by a municipality and remitted to the County.

We strongly encourage each municipality to consider adopting the interlocal agreement in order to comply with House Bill 479 and secure local control over the transportation capacity impact fee collection process within our community. Please feel free to contact me at 386.736.5920 or grecktenwald@volusia.org if you have any questions.

Thank you,


George Recktenwald
County Manager
Volusia County, Florida

cc: Mr. Clifford Shepard and Mr. Patrick Brackins



Meeting Date: 9/19/2024

Agenda Item: 13-B

Report to Town Council

Topic: Acceptance of bid from Sea Level Development, LLC for the Ponce Inlet Stormwater Improvements Project, Bid No. 2024-01.

Summary: See attached staff report and supporting documents.

Suggested motion: Staff recommends the award of the contract for the Ponce Inlet Stormwater Improvements Project, Bid. 2024-01, to Sea Level Development, LLC in the total project amount of \$264,142.

Requested by: Chief Scales, Public Safety Director

Approved by: Mr. Disher, Town Manager



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: September 11, 2024
Subject: Acceptance of bid from Sea Level Development, LLC for the Ponce Inlet Stormwater Improvements Project, Bid No. 2024-01

MEETING DATE: September 19, 2024

Purpose: Staff recommends the award of the contract for the Ponce Inlet Stormwater Improvements Project, Bid No. 2024-01, to Sea Level Development, LLC in the total project amount of \$264,142.

Background: The Town of Ponce Inlet issued an Invitation to Bid (ITB) for the Stormwater Improvements Project (Bid No. 2024-01), which includes three major components, split into two phases:

Phase 1 – FY 24/25

- **Part A:** Procure and install three CheckMate™ in-line backflow devices at designated locations on Old Carriage Road, Anchor Drive, and Front Street.
- **Part B:** Remove and dispose of muck and silt material that has accumulated in three wet detention ponds—two within the Inlet Point Subdivision and one located on Beach Street, west of S. Atlantic Avenue.

Phase 2 – FY 25/26

- **Part C:** Construction of an exfiltration drainage structure in the west cul-de-sac of Old Carriage Road.

The ITB was advertised with a submission deadline of August 26, 2024, at 2:00 PM. The bids were publicly opened on that date at Town Hall.

Discussion: After evaluating the submissions, Sea Level Development, LLC was determined to be the lowest responsible bidder. Their bid met all of the qualifications required, including the submission of a Certificate of Liability Insurance, Public Entity Crime Statement, Anti-

27 Collusion/Drug-Free Workplace Statement, and a W-9 form. No issues were raised during the
28 review of their qualifications, experience, and compliance with bid specifications.
29

30 **Recommendation:** Based on the review of the bids and consultation with relevant town staff, it
31 is recommended that the bid for the Ponce Inlet Stormwater Improvements Project be awarded to
32 Sea Level Development, LLC for the total amount of \$264,142.
33

34 **Budget Impact:** The project cost will be split into multiple parts, with the pond dredging and
35 installation of the backflow devices (Phase 1/Parts A and B) being completed in FY 24/25. The
36 total bid amount for the Phase 1 projects is \$143,662. Money will be available in the FY 24/25
37 budget in the amount of \$188,000 including \$138,000 being carried forward from FY 23/24 and
38 an additional \$50,000 being budgeted in FY 24/25. The exfiltration structure for Old Carriage
39 (Phase 2/Part C) will be budgeted in FY 25/26, at \$120,480. Funds for Phase 2 are anticipated to
40 include \$44,338 left over and carried forward from Phase 1, plus an additional \$76,480 that will
41 need to be budgeted.
42

43 **Action Requested:** Council approval of the bid award to Sea Level Development, LLC in the
44 amount of \$264,142 for the Ponce Inlet Stormwater Improvements Project.

Stormwater Project Summary

FY 24/25 Budget	
Pond Excavation	88,000.00
One-Way Valves - Phase 1	100,000.00
Total Budget	188,000.00

Sea Level Development, LLC Bid

Pond Excavation	103,840.00
One-Way Valves Phase 1 & 2	39,822.00
Total	143,662.00

FY 25/26 Budget	
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Amount to Carryover to 25/26	44,338.00	
Exfiltration System - Old Carriage	76,142.00	This was originally going to be \$100,000 for one-way valves phase 2
	120,480.00	

Sea Level Development, LLC Bid

Exfiltration System - Old Carirage	120,480.00
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INVITATION TO BID
PONCE INLET STORMWATER IMPROVEMENTS PROJECT
BID NO. 2024-01

Notice is hereby given that the **Town of Ponce Inlet** is accepting bids for the Construction of the **Ponce Inlet Stormwater Improvements, Bid No. 2024-01**. Bids will be accepted at Ponce Inlet Town Hall, 4300 S. Atlantic Avenue, Ponce Inlet, Florida until **2:00 P.M., on Monday, August 26, 2024**, at which time they will be opened in the Council Chambers and available for public inspection.

DESCRIPTION OF WORK:

Part A: Procure and install three **CheckMate™** In-line backflow devices at locations as shown on the plans and construct an exfiltration system on the western end of Old Carriage Drive.

Part B: The removal and proper disposal of silt material that has accumulated in three wet detention ponds. Two are in the Inlet Point Subdivision, and the third is located on the south side of Beach Street approximately 650 feet west of S. Atlantic Avenue.

The Town will accept qualified Bids for the combined projects included in Part A and Part B, or each sub-project separately. The Town may award contracts to the lowest Bidder or Bidders, based on the lowest responsible Bid or combinations of Bids submitted.

A non-mandatory pre-bid meeting will be held on-site at 2:00 P.M. on Thursday, August 30 2024.

Copies of the documents may be obtained from www.demandstar.com or www.ponce-inlet.org. Questions shall be directed in writing to Dan Scales, Public Safety Director, at dscales@ponce-inlet.org. **no later than 2:00 PM on Monday, August 26, 2024.**

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the Town of Ponce Inlet, Florida. All bidders are required to complete and submit a Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-collusion / Drug- Free Workplace Statement, and a W-9.

No bids received after the time and date specified for the opening will be considered. The Town of Ponce Inlet ("Town") reserves the right to reject all bids. Grounds for such a rejection shall include, but shall not be limited to, the receipt of only one responsive bid to the solicitation, realization of overly restrictive specifications in the solicitation, unclear directions to bidders in the solicitation, inadequate number of responses to the solicitation, change in Town's needs after issuance of solicitation, all bids exceeding the allowed budget, and other grounds provided by law.

Award of the contract will be made to the lowest responsible bidder for the actual amount bid. Responsible bidder means a contractor who has the capability, in all respects, to fully perform the contract requirements and the integrity and reliability that will assure good faith performance or as otherwise provided by law.

Failure to submit any bid document or bid information with the bid, as specified, shall result in the bid being rejected as nonresponsive. The term "non-responsive" shall be defined to include, but not be limited to, submission of a subcontractor without required licensing, submission of incomplete forms or documentation, failure to demonstrate an ability to perform the contract, or

and any other reason provided by law. Further, any refusal by a contractor or subcontractor to respond to the Town's request for information or withdrawal of a subcontractor from consideration, either by the contractor or the subcontractor itself, shall be deemed as non-responsive and grounds for rejection of the bid.

Bids shall be addressed to Town Clerk, Town Hall, 4300 S. Atlantic Avenue, Ponce Inlet, Florida 32127 in a SEALED ENVELOPE plainly marked on the outside: **"PONCE INLET STORMWATER IMPROVEMENTS PROJECT — BID 2024-01"** and received by **2:00 P.M.** on Monday, **August 26, 2024.**

Kim Cherbano, CMC
Town Clerk

PONCE INLET STORMWATER IMPROVEMENTS

TOWN OF PONCE INLET - VOLUSIA COUNTY, FL
CIVIL IMPROVEMENTS

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES:
THE CONSTRUCTION OF (3) BACKFLOW PREVENTERS WITHIN MULTIPLE EXISTING STORMWATER MANAGEMENT SYSTEMS
THE EXCAVATION OF MUCK WITHIN (3) WET DETENTION STORMWATER PONDS
AND THE INSTALLATION/REPLACEMENT OF A TYPE C INLET TO A STORMWATER EXFILTRATION SYSTEM.

SITE INFORMATION:	
SITE ADDRESS:	OLD CARRIAGE ROAD, PONCE INLET, FL 32127
SITE ADDRESS:	ANCHOR ROAD, PONCE INLET, FL 32127
SITE ADDRESS:	4894 FRONT ST, PONCE INLET, FL 32127

OWNER:

TOWN OF PONCE INLET
PUBLIC WORKS
FRED W. GRIFFITH
4875 S. PENINSULA DRIVE
PONCE INLET, FL, 32127
PHONE: (386) 322-6729
FGRIFITH@PONCE-INLET.ORG

CIVIL ENGINEER:

JOHN DILLARD
300 INTERCHANGE BLVD
ORMOND BEACH, FL, 32174
PHONE: (386) 677-2482
FAX: (386) 677-2505
ZEV COHEN & ASSOCIATES, INC
JDILLARD@ZEVCOHEN.COM

GEOTECHNICAL ENGINEER:

LOVE B. PATEL
605 WEST NEW YORK AVENUE
DELAND, FL, 32720
PHONE: (386) 734-8541
FAX: (386) 734-8541
BECHTOL ENGINEERING AND TESTING, INC.
CONTACT@BECHTOL.COM

SHEET INDEX:

C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3-C5	PAVING, GRADING & DRAINAGE PLAN(S)
C6	CONSTRUCTION DETAILS



AERIAL MAP
SCALE: 1" = #'



AERIAL MAP
SCALE: 1" = #'

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. DATE BY SUBMITTALS/REVISIONS

PONCE INLET STORMWATER
FINAL ENGINEERING PLANS
PRELIMINARY DRAFT

XX COUNTY, FLORIDA
CITY OF XX

PROJECT NO: ZC 23363
DESIGNED BY: JD
DRAFTED BY: RCC
CHECKED BY: JD
DRAWING FILE: 23363-COV

JOHN A. DILLARD, JR., P.E.
NOT VALID WITHOUT SEAL

SHEET: C1 OF C6

R:\33353 FINAL ENGINEERING PLANS\CONNOTES\33353-NOTES.DWG - PRINTED: 5/29/2024 10:55 AM

GENERAL NOTES

- ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR THE CITY'S/COUNTY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
- SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
- CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
- THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
- SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
- ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY/COUNTY PRIOR TO PERFORMING THE WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE JURISDICTIONAL AGENCY/VOLUSIA COUNTY TRAFFIC OPERATIONS (386-239-6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
- CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
- SURVEY INFORMATION PROVIDED BY _____ DATED _____ ALL ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) / NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
- ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
- ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
- THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS. JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
- ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
- ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY/COUNTY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
- IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
- ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
- ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
- ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
- THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
- THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
- CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
- CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
- ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
- ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

GENERAL NOTES

- SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
- DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
- ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMEROCK BASE UNLESS OTHERWISE NOTED ON PLANS.
- EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
- ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
- SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
- ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
- ALL DISTURBED AREAS SHALL BE SODED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
- INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
- CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
- THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
- ZEY COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS. FOR RESIDENTIAL SUBDIVISION DESIGN, ZCA SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR, EITHER LOT OR HOME IMPROVEMENTS PROPOSED TO BE CONSTRUCTED (OR ACTUALLY CONSTRUCTED) BY OTHERS AND/OR IMPROVEMENTS CONSTRUCTED AFTER CERTIFICATION OF COMPLETION OF THE SITE INFRASTRUCTURE. LOT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, VERTICAL HOME CONSTRUCTION, INDIVIDUAL LOT DRAINAGE, GARAGES, DRIVEWAYS, SIDEWALKS, PATIOS, PORCHES, POOLS, POOL DECKS, SITTING AREAS, RETAINING WALLS, ETC. DESIGNED OR CONSTRUCTED BY THE HOMEOWNER, HOMEOWNER, HOA, CONTRACTORS OR OTHER DESIGN PROFESSIONALS, NOT EMPLOYED BY ZCA, SHALL NOT BE THE RESPONSIBILITY OF ZCA.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE TOWN, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS II REINFORCED CONCRETE PIPE. OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
 - A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO M77, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR
 - B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
- ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES. ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
- DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
- ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
- STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 8" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201. IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
- STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
- LAKE DEPTHS SHALL BE EIGHT FEET (8') MINIMUM TO FIFTEEN FEET (15') MAXIMUM, MEASURED FROM THE TOP OF BANK.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES

FILE NAME:
CITYST4.DWG
DETAIL REF:
ST-4

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES
(CONT'D.)

- SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE TOWN, SHALL BE EMPLOYED DURING CONSTRUCTION.
- THE TOWN MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE TOWN MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
- ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE TOWN SHALL BE PROVIDED AROUND THE ENTIRE PERMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON ALL FINAL DEVELOPMENT PLANS.
- DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
- IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
- WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SURFMD PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES

FILE NAME:
CITYST6.DWG
DETAIL REF:
ST-6

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES
(CONT'D.)

- FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "n" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
- THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
- ALL SWALES AND DITCHES SHALL HAVE A MAXIMUM PERMITTED SIDE SLOPE NOT GREATER THAN 4 TO 1 AT A MINIMUM. THE MAXIMUM PERMITTED BACKSLOPE SHALL BE 3:1, PROVIDED THAT A 2' WIDE BERM IS INSTALLED. DESIGN CENTERLINE AND TOP-OF-BANK ELEVATIONS SHALL BE NOTED AT INTERVALS OF 100'.
- SWALES THAT ARE NORMALLY DRY AND INTENDED FOR CONVEYANCE OF STORMWATER RUNOFF AND ARE NOT INTENDED FOR RETENTION SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH MEASURING 15 FEET. SWALED AREAS INTENDED FOR RETENTION SHALL PROVIDE APPROPRIATE EASEMENT AREAS FOR ACCESS AND MAINTENANCE MEASURED UPLAND FROM THE TOP OF BANK. AT A MINIMUM, THE SAID EASEMENT SHALL MEASURE 10' FEET IN WIDTH FROM THE TOP OF THE SWALE.
- PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
- NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
- CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
- WHEN A LAKE IS INCORPORATED WITHIN A SUBDIVISION AND IS ABUTTED BY LOTS, SUCH ABUTTING LOT LINES SHALL BE EXTENDED INTO THE LAKE PROPORTIONATELY ENCOMPASSING ALL OF THE LAKE AREA.
- LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE TOWN. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 8" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES

FILE NAME:
CITYST5.DWG
DETAIL REF:
ST-5



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

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FLORIDA REG. NO. 13376
LANDSCAPE ARCHITECT
FLORIDA REG. NO. 13376
CIVIL ENGINEER

NO. DATE BY SUBMITTALS / REVISIONS

CONSTRUCTION NOTES
FINAL ENGINEERING PLANS
C2 - NOTES

XXX COUNTY, FLORIDA

CITY OF PONCE INLET

PROJECT NO.: 23363
DESIGNED BY: JD
DRAFTED BY: RCC
CHECKED BY: JD

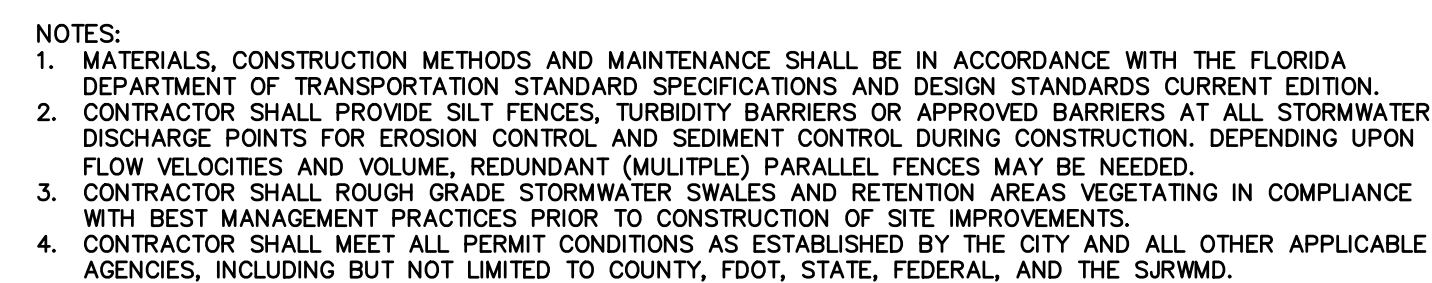
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Know what's below.
Call before you dig.

JOHN A. DILLARD, JR., P.E.
NOT VALID WITHOUT SEAL

SHEET: C2 OF C6



- | | | | |
|---|----|---|-------------------------------------|
|  | OR |  | STORMWATER INLET |
|  | | | STORMWATER MANHOLE |
|  | | | MES |
|  | | | YARD DRAIN |
|  | | | PROPOSED GRADE |
|  | | | PROPOSED MATCH EXISTING GRADE LABEL |
|  | | | EXISTING GRADE LABEL |
|  | | | FLOW DIRECTION |



CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

ENVIRONMENTAL

PLANNING

TRANSPORTATION

45(16)

[illegible]

PAVING, GRADING, DRAINAGE FINAL ENGINEERING PLANS C3 - PGD

CITY OF PONCE INLET
VOLUSIA COUNTY, FLORIDA

PROJECT NO: 23363

DESIGNED BY: JD

DRAFTED BY: RCC








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DRAWING FILE: 23363-PGD
XREF'S: 23363-BAS.DWG
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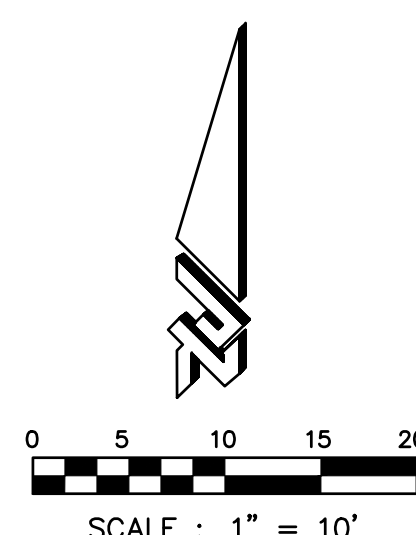
JOHN A. DILLARD, JR., P.E.
NOT VALID WITHOUT SEAL

SHEET: C3 OF C6



- | | | | |
|---|----|---|-------------------------------------|
|  | OR |  | STORMWATER INLET |
|  | | | STORMWATER MANHOLE |
|  | | | MIS |
| | | | YARD DRAIN |
|  | | | PROPOSED GRADE |
|  | | | PROPOSED MATCH EXISTING GRADE LABEL |
| E.G. | | | EXISTING GRADE LABEL |
|  | | | FLOW DIRECTION |

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.



SCALE : 1" = 10'



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CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

ENVIRONMENTAL

PLANNING

TRANSPORTATION

[illegible]

PAVING, GRADING, DRAINAGE FINAL ENGINEERING PLANS C4 - PGD

CITY OF PONCE INLET
VOLUSIA COUNTY, FLORIDA

PROJECT NO: 23363
DESIGNED BY: JD
DRAFTED BY: RCC
CHECKED BY: JD

DRAWING FILE: 23363-PGD
XREF'S: 23373-BAS.DWG
XREF'S: XXXXX.DWG

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NOT VALID WITHOUT SEAL

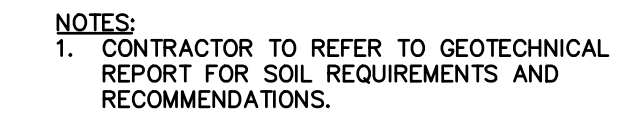
SHEET: C4 OF C6



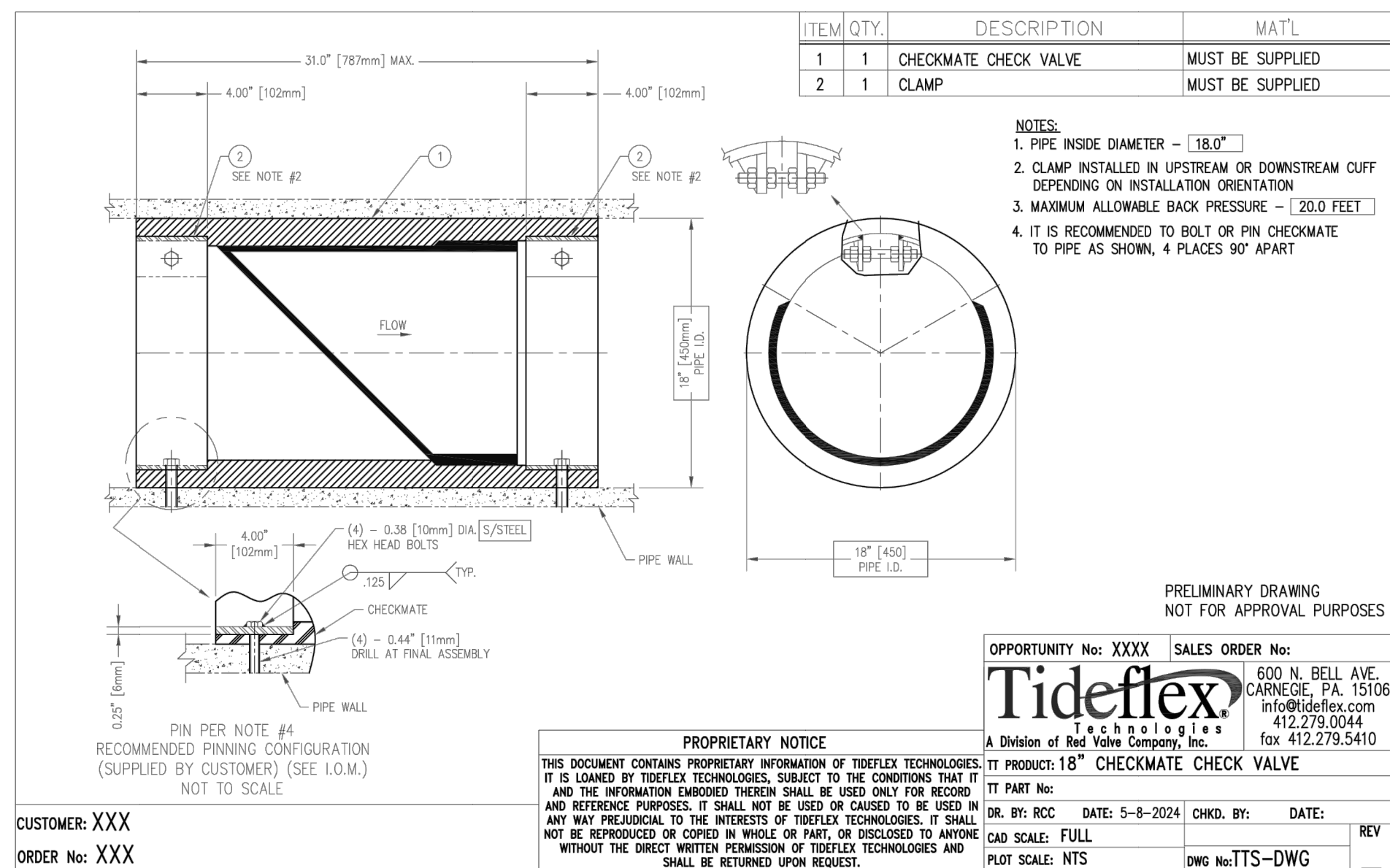
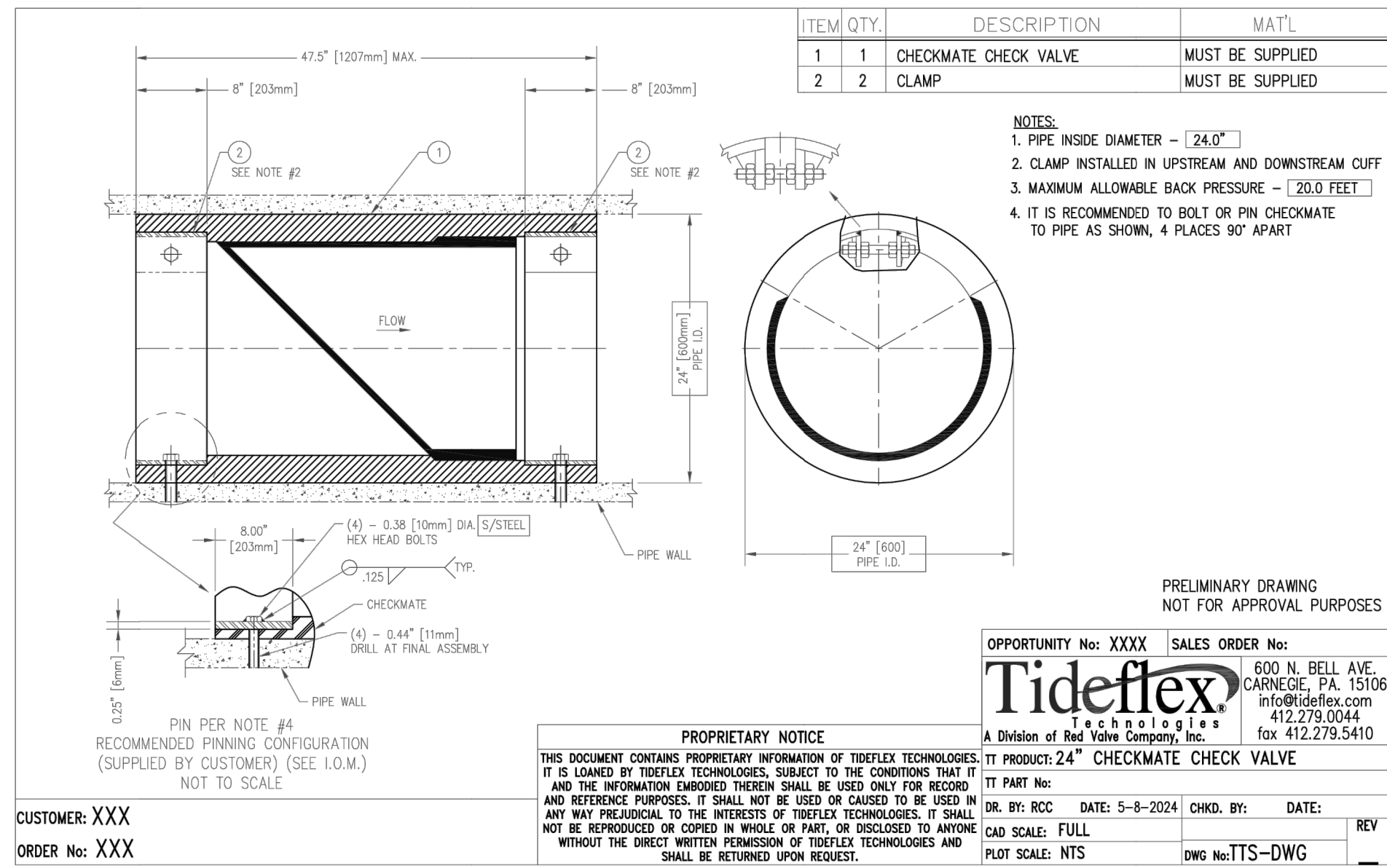
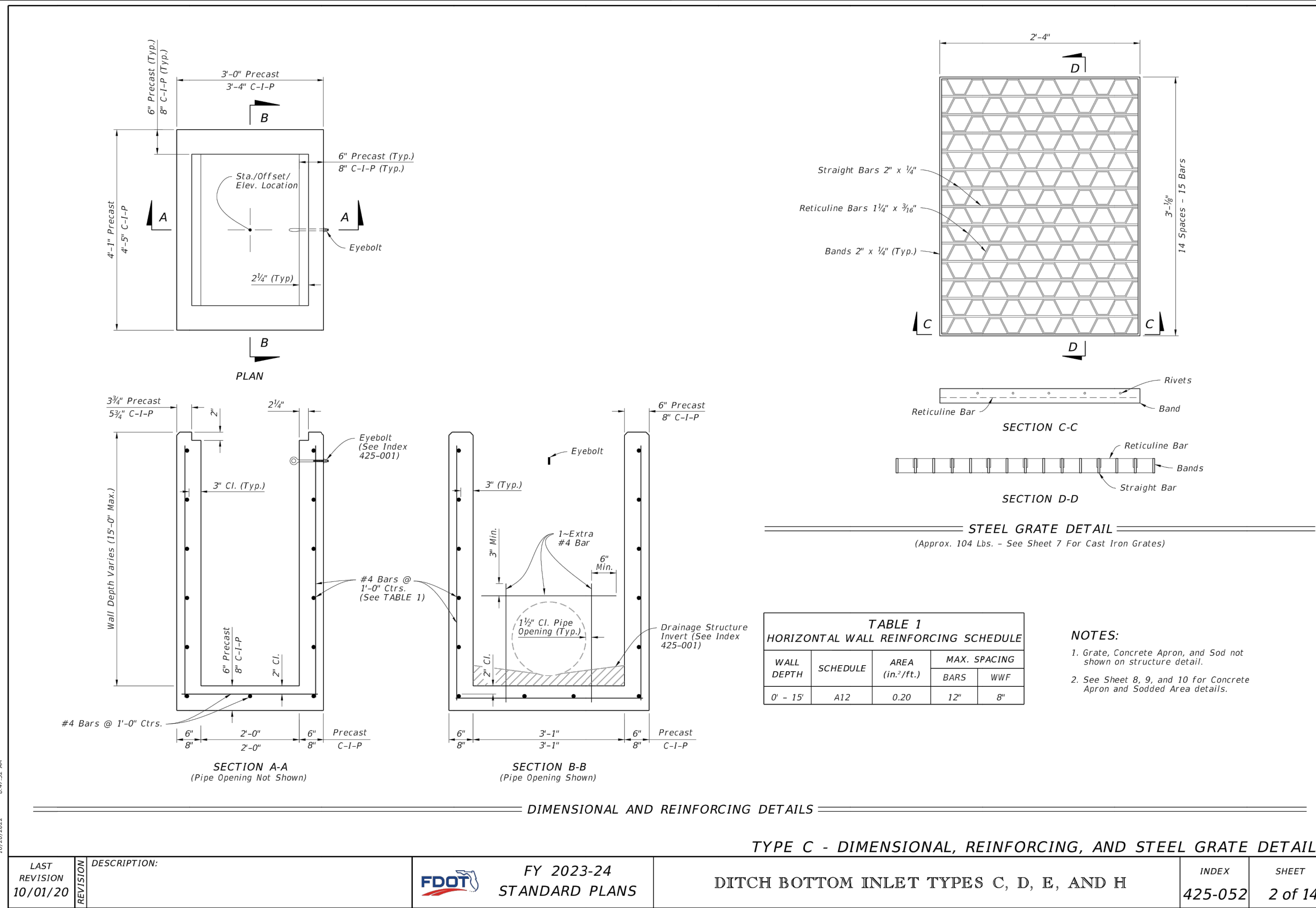
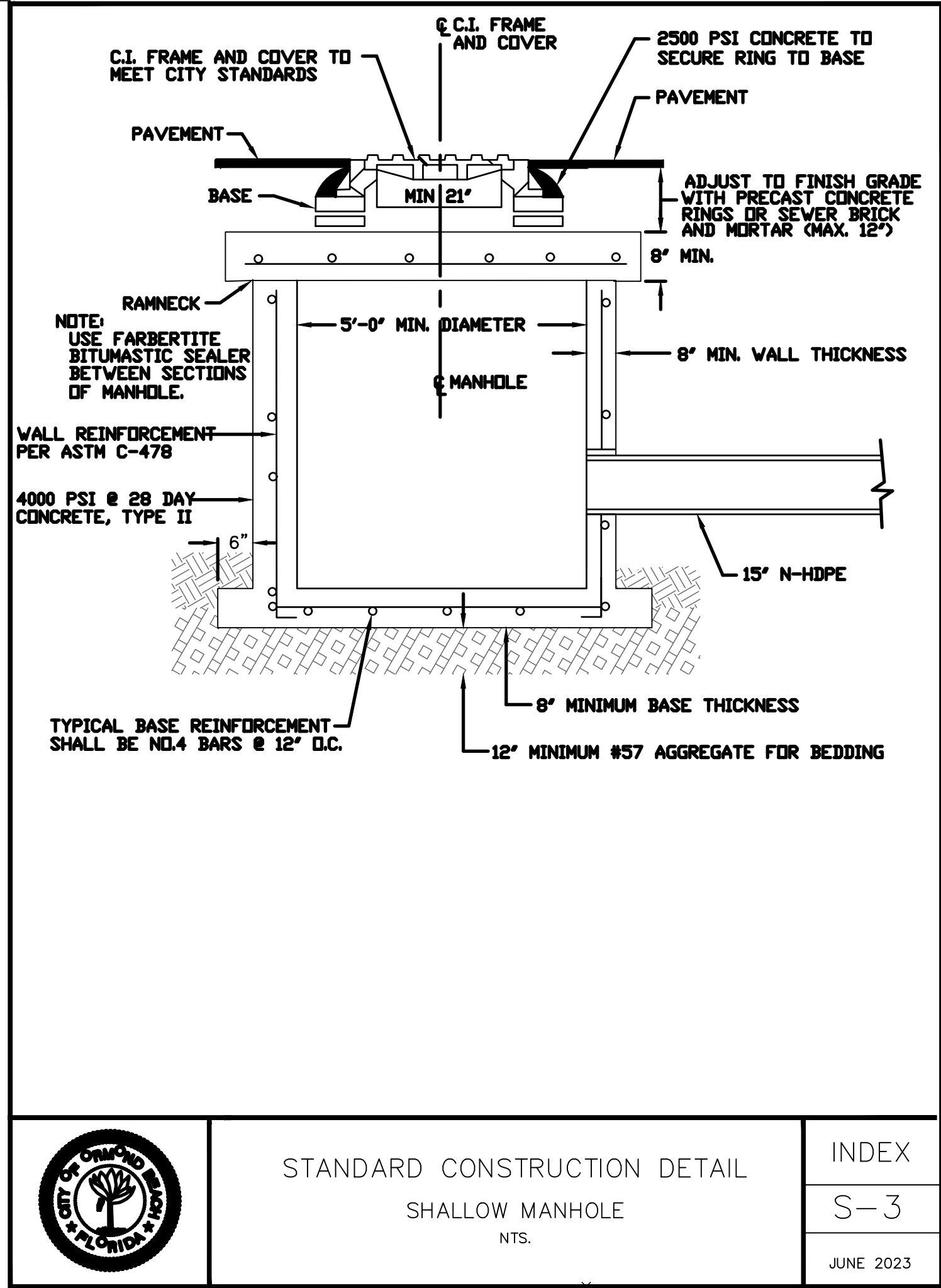
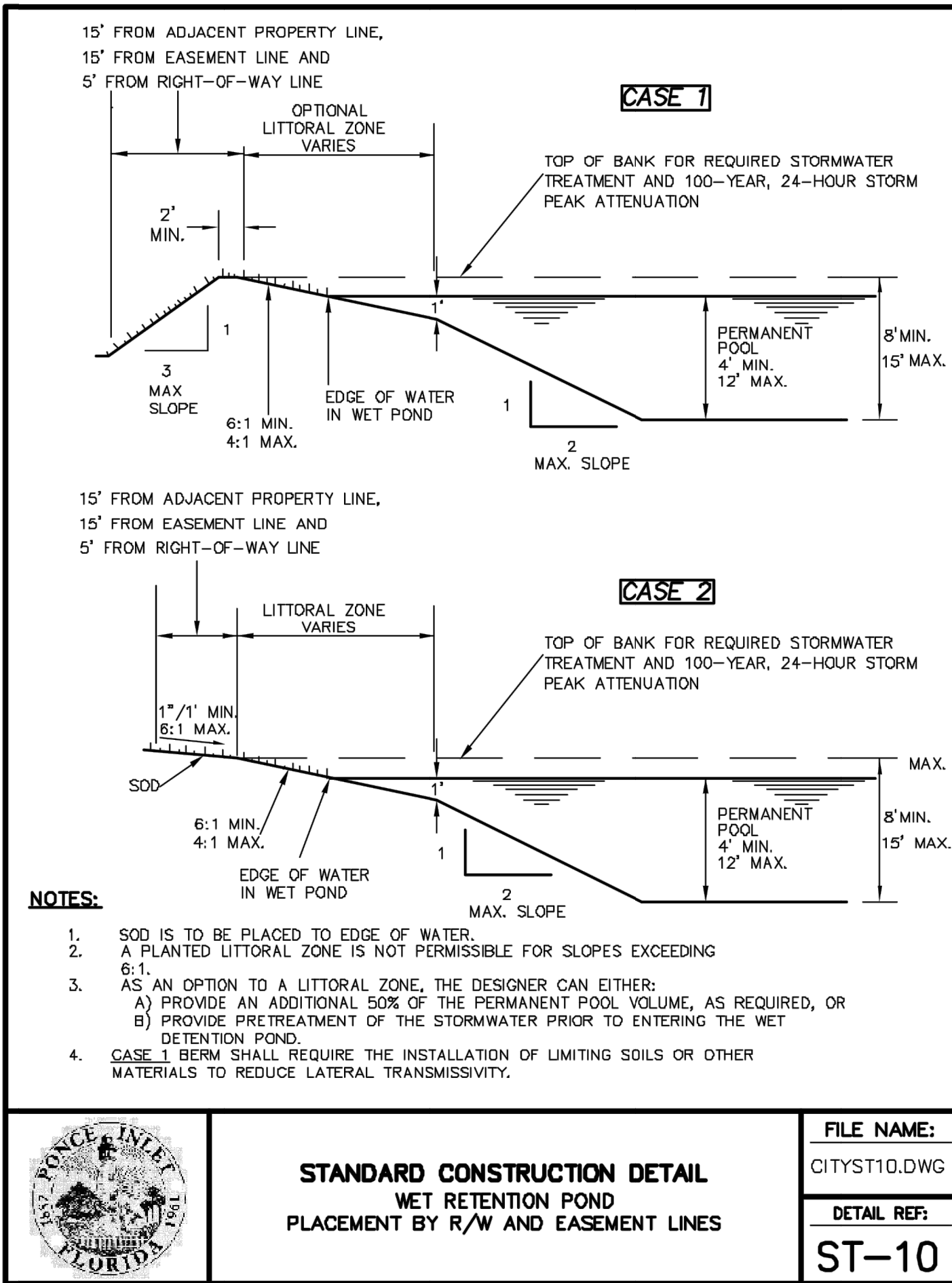
TOTAL PROVIDED UNDERGROUND STORAGE = 197.68 C.F.



N.T.S.



PAVING, GRADING, DRAINAGE FINAL ENGINEERING PLANS C5 - PGD



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(SEE 408)

CONSTRUCTION DETAILS
FINAL ENGINEERING PLANS
C6 - DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PONCE INLET

PROJECT NO: ZC 23363
DESIGNED BY: JD
DRAFTED BY: RCC
CHECKED BY: JD
DRAWING FILE: 23363-DET

JOHN A. DILLARD, JR., P.E.
NOT VALID WITHOUT SEAL

SHEET: C6 OF C6

BID

CONTRACTORS NAME Sea Level Development LLC LICENSE NO. SCC131152546

PROJECT IDENTIFICATION: PONCE INLET STORMWATER IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-01

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Town of Ponce Inlet
Town Hall
4300 South Atlantic Avenue
Ponce Inlet, Florida 32127

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all, or part of the Work as specified or indicated in the Bid Package for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the plans and specifications.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Invitation to Bidders including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>8/16/2024</u>	<u>Addendum #1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Invitation to Bidder

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Bid No.	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Extension
101	Excavate and dispose of Dredged material Down to the Specified Elevation, Restore Pond Side Slopes				
	a. Pond No. 3, estimated material to be excavated (wet)	525	CY	80.00	42,000.00
	b. Pond No. 4, estimated material to be excavated (wet)	410	CY	80.00	32,800.0
	c. Pond No. 5, estimated material to be excavated (wet)	363	CY	80.00	29,040.0
102	Provide and Install In-TideFlex Checkmate Check Valves				
	a. 18-inch Checkmate Check Valve (Old Carriage Drive)	1	LS		11,031.00
	c. 18-inch Checkmate Check Valve (Anchor Drive)	1	LS		11,031.00
	d. 24-inch Checkmate Check Valve (Beach Street)	1	LS		12,860.00
103	Furnish and Install Exfiltration System on Old Carriage Drive.				
	a. Core Drill Existing Catchbasin for Exfiltration Pipe	1	LS		3,680.00
	b. Provide and construct Exfiltration System w/ 24" Manhole and Pavement Replacement	1	LS		116,800.00
104	Miscellaneous	1	LS		
	a. Replace Basin Grates on Double Section Basin at the end of Beach Street.	1	LS		4,900.00

TOTAL BID

\$ 264,142.00
 (Figures)

Two Hundred Sixty-Four Thousand One Hundred Forty Two Dollars and no cents
 (Words)

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run and completed within 90 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER may suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed by the Town. The BIDDER also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined, and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Dollars (\$250) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the Town of Ponce Inlet in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 2977 Turnbull Bay Road New Smyrna Beach, FL 32168
Street Address: 2977 Turnbull Bay Road
City, State, Zip Code: New Smyrna Beach FL 32168
Email: sealeveldevllc@gmail.com
Telephone No.: 386-314-6761 Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on August 28, 2024.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____


BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

If BIDDER is:

A Partnership

By Sea Level Development LLC (SEAL)

(Firm Name)



(General Partner - Signature)

Arthur J Rockwell -Manager

(General Partner - Typed or Printed)

BusinessAddress: 2977 Turnbull Bay Road New Smyrna Beach FL 3216

Phone No.: 386-314-6761

Fax No.: _____

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
CAT Hydro Vac Truck	All Equipment owned and provided by Sea Level Development LLC
2022 Bobcat E60 Excavator	
John Deere 130 Excavator	
2024 CAT 908 Wheel Loader	
Sky Pump Truck	
Keyser Spider Excavator	
2018 Kenworth Rolloff Truck	
Hydrema 912 Dump	
Crisafulli 110 Dredge	
CAT Skid Steer	
Tideflex Checkmate Valves - as per plans	
All other materials as per plans	

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA
TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>260</u>	L.F.	<u>45.00</u>	<u>11,700.00</u>
2. Sheet piling/Shoring	<u>3,900</u>	S.F.	<u>5.00</u>	<u>19,500.00</u>



Name (signature) 8/28/2024

Date

Name (typed or printed)


Title

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

	8/28/2024
Name (signature)	Date
<hr/>	
Arthur J Rockwell	
Name (typed or printed)	
<hr/>	
Manager	
Title	

BID (Cont'd.)

**PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Sea Level Development LLC
COMPANY NAME


AUTHORIZED SIGNATURE

Arthur J Rockwell
NAME (PRINT OR TYPE)

Manager
TITLE

08/28/2024
DATE

BID (Cont'd.)
PONCE INLET STORMWATER IMPROVEMENTS
TOWN OF PONCE INLET, FLORIDA

**VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY
SYSTEM**

1. Undersigned firm warrants it **is** currently registered with the U.S. Department of Homeland Security's E-Verify system **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Sea Level Development LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Arthur J Rockwell -Manager

NAME (PRINT OR TYPE) TITLE

08/28/2024

DATE

END OF SECTION

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Sea Level Development LLC

2977 Turnbull Bay Rd

New Smyrna Beach, FL 32168

SURETY (Name, legal status and principal place of business):

Merchants National Bonding, Inc.

P.O BOX 14498

DES MOINES, IA 50306 - 3498

OWNER (Name, legal status and address):

Town of Ponce Inlet - Town Hall

4300 South Atlantic Avenue

Ponce Inlet, FL 32127

Bond Amount: 5% of Total Bid

PROJECT : (Name, location or address, and Project number, if any):

PONCE INLET STORMWATER IMPROVEMENTS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2024

(Witness)

(Seal)

(Witness)

(Seal)

Sea Level Development LLC

(Principal)

(Seal)

(Title)

Merchants National Bonding, Inc.

(Surety)

Jo M. Chonko
(Title) Jo M. Chonko, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles Lydecker; George Byron Norris; Jan Marie Nelson; Jo M Chonko; Michael W Brown; Robert Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

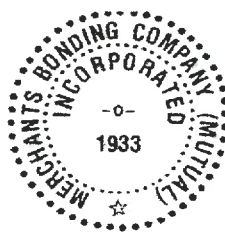
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



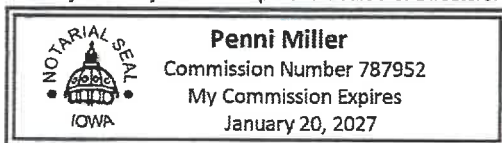
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

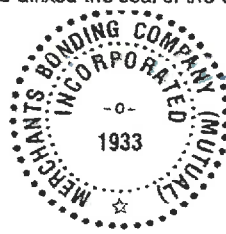


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2024.



William Warner Jr.
Secretary



Meeting Date: 9/19/2024

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: September 12, 2024
Subject: Town Manager's Report

MEETING DATE: September 19, 2024

1. At its [September 17, 2024](#) meeting, the County Council will consider the following:
 - [Item N](#) – Interlocal agreements with cities for the collection of County transportation impact fees. These agreements are now required by a 2024 change to state law (HB 479) to preserve the current arrangement for collection of county transportation impact fees on county thoroughfare roads. Permit applicants currently pay such fees directly to the County, rather than to a city. Without the agreement, applicants must pay the fee to the city that issues the permit. The County attorney's office sent out draft agreements to all Volusia municipalities in June. Town staff and the Town Attorney have reviewed the agreement, which is subject to the Town Council's approval on September 19, 2024.
 - [Item T](#) – Contract for repair of dune walkovers, including the ADA ramp at Winterhaven Park.
 - [Item W](#) – Application and resolution of support to FDEP Beach Management Funding Assistance Program –The grant will help pay for continued regular monitoring of the Ponce de Leon Inlet in accordance with the 2020 Inlet Management Plan.
 - [Item Z](#) - Updating Inlet Park entrance fees to exclude sales tax and credit card processing (convenience) fees, which will be itemized separately and paid in addition to the entrance fee itself. This modification is necessary to ensure fee consistency with the fee updates previously approved under County ordinance 2024-20 - Vehicular Beach Access Fees.
2. The County's new [on-line registration](#) for on-beach and off-beach parking starts October 1st. Vehicle registration is free, but must be done in advance at www.ParkVolusia.org.
3. The repair of the boardwalk pilings at Ponce Preserve is set to begin in the next few weeks. As of today, the permit for the work has been submitted and is under review. The material and parts were delivered earlier this week.

4. The Watershed Master Plan completed earlier this year is now being reviewed by FDEP to verify compliance with the scope of work in the grant agreement. This is a necessary final step before FDEP will dispense the grant money, which is in the form of a reimbursement. To date, FDEP has reviewed the first 2 of the 4 tasks in the scope of work, and has reimbursed the Town a total of \$69,600 out of the \$123,000 grant award for this project. The remainder is expected in the coming months.

5. Building permit activity:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	94	112	112	111	142	124	102	115					912	114
Permits issued	85	118	113	96	147	119	121	88					887	111
Plan reviews	85	118	113	118	137	115	120	117					928	116
Inspections	243	242	274	292	254	238	255	258					2,056	257