



TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY

SEPTEMBER 18, 2025 – 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 2024-09 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. Proclamation – Declaring October 23-31 as Red Ribbon week, supporting the Volusia Young Marines.
- B. 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. Request to dispose of fixed capital assets.
 - B. Approval of the Town Council Regular meeting minutes. – August 21, 2025.
8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING:
- A. Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board.
 - B. Recommendations for mitigating construction-related stormwater impacts. – *presented by Collective Water Resources, LLC.*
9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: *None.*
10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:
- A. Ordinance 2025-06 – 2nd Reading – Amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections. – *as recommended by the Town Attorney.*
 - B. Final Millage Rate and Budget for Fiscal Year 2025/2026:
 - i. Resolution 2025-13 – Adopting the final millage rate for fiscal year 2025/2026.
 - ii. Ordinance 2025-07 – 2nd Reading – Incorporating the final audited budget of fiscal year 2023/2024, amending the budget for fiscal year 2024/2025, and adopting the budget for fiscal year 2025/2026.
11. ORDINANCES (FIRST READING) AND RESOLUTIONS:
- A. Resolution 2025-14 – Reallocation of fees for rental enforcement under Appendix A of the Code of Ordinances.
 - B. Resolution 2025-15 – Designation of administrative plat review and approval authority pursuant to F.S. 177.071.

- C. Resolution 2025-16 – Amendments to the Town of Ponce Inlet Investment Policy.
12. OLD BUSINESS: *None*.
13. NEW BUSINESS:
- A. Approval of agreement with Edgewater Animal Shelter.
- B. Approval of contract to purchase vacant property at 54 South Turn Circle for future stormwater improvements.
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):

- Thursday, October 16, 2025, 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: 9/18/2025

Agenda Item: 6

Report to Town Council

Topic: Proclamations, Presentations, and Awards.

Summary:

- A. Proclamation – Declaring October 23-31 as Red Ribbon week, supporting the Volusia Young Marines.
- B. Mayor’s proclamation report.

Suggested motion: None required.

Requested by: Mayor Paritsky

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet - Office of the Mayor

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

To: Town Council
Through: Michael E. Disher, AICP, Town Manager
From: Mayor Lois A. Paritsky *LAP*
Date: September 18, 2025
Subject: Proclamation Report

In recognition of "Red Ribbon Week", I am presenting a Proclamation to members of the Volusia Young Marines, declaring the week of October 23rd – 31st, 2025 as *Red Ribbon Week*.

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

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, 2025 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 18th day of September 2025.



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, AICP, Town Manager
From: Mayor Lois A. Paritsky *LA*
Date: September 18, 2025
Subject: Proclamations Report

The following Proclamations will be presented after this meeting:

- In recognition of the role played by municipal government in our daily lives, I will present a Proclamation declaring the week of October 20th – 26th, 2025 as *Florida City Week*.
- In conjunction with the celebration of “National Community Planning Month”, I am presenting a Proclamation declaring October 2025 as *Community Planning Month*.
- In honor to call upon the residents of the Town of Ponce Inlet to join in activities that will increase awareness of what Americans can do to prevent breast cancer, I am presenting a Proclamation declaring the month of October 2025 as *National Breast Cancer Awareness Month*.
- To encourage residents to learn more about the native plants in our community, I am presenting a Proclamation declaring October 2025 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, city government is the government closest to its citizens, and the one with the most direct daily impact upon its residents; and

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

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

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

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

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

NOW THEREFORE, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the week of **October 20th – 26th, 2025** as

FLORIDA CITY WEEK

and encourage all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Week.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 18th day of September 2025.



Town of Ponce Inlet, Florida


Mayor Lois A. Paritsky

Attest:


Kim Cherbano, CMC/Town Clerk

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, planners can help navigate this change with data-driven insights and expertise that provide 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 benefits of planning require public elected and appointed officials 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 how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult land use questions and contribute 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 2025 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 18th day of September 2025.



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, breast cancer touches the lives of Americans from every background and in every community across our Nation; and

WHEREAS, though we have made great strides in combating this devastating illness, more than 200,000 women will be diagnosed with breast cancer this year, and tens of thousands are expected to lose their lives to the disease; and

WHEREAS, during the month of October, National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease; and

WHEREAS, though the exact causes of breast cancer are unknown, understanding its risk factors is essential to prevention; and

WHEREAS, early detection is also key in the fight against breast cancer and getting recommended screening mammograms can help to detect breast cancer early.

NOW, THEREFORE, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the month of October 2025 as

National Breast Cancer Awareness Month

FURTHER, I call upon the residents of the Town of Ponce Inlet to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet Florida, to be affixed this 18th day of September, 2025.



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 18th day of September, 2025.



Town of Ponce Inlet, Florida

Lois A. Paritsky

Mayor Lois A. Paritsky

Attest:

Kim Cherbano

Kim Cherbano, CMC

Town Clerk



Meeting Date: 9/18/2025

Agenda Item: 7

Report to Town Council

Topic: Consent Agenda

- A. Request to dispose of fixed capital assets.
- B. Approval of the Town Council Regular meeting minutes. – August 21, 2025.

Summary: See attached documents.

Suggested motion: To approve the Consent agenda as presented.

Requested by: Ms. Hall, Assistant 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: Jeri Hall, Assistant Finance Director

Date: September 4, 2025

Subject: Fixed Asset Disposals

MEETING DATE: September 18, 2025

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 Town 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 its fixed assets. All items have been approved by each department 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.

TOWN OF PONCE INLET
FISCAL YEAR END 2025 - 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									
IT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
2430	IT	Konica Minolta Bizhub C454E	SALE/AUCTION	6,723.64		6,723.64	84	12/23/2013	6/19/2025	6,723.64	
		TOTAL DISPOSALS MACHINE & EQUIPMENT		6,723.64		6,723.64				6,723.64	-
		TOTAL DISPOSALS IT		6,723.64		6,723.64				6,723.64	-
POLICE DEPT											
MACHINERY & EQUIPMENT 900-0000-165-9000											
2165	PD	Portable Radio Units	JUNKED/SCRAPPED - REPLACED	8,608.89		8,608.89	60	1/19/2007	9/30/2025	8,608.89	-
2362	PD	Taser X26E XDPM With Holster	JUNKED/SCRAPPED - OBSOLETE	855.95		855.95	60	4/2/2012	9/30/2025	855.95	-
2366	PD	Taser X26E XDPM With Holster	JUNKED/SCRAPPED - OBSOLETE	853.45		853.45	60	6/29/2012	9/30/2025	853.45	-
2407	PD	Taser X26E XDPM With Holster	JUNKED/SCRAPPED - OBSOLETE	850.45		850.45	36	10/12/2012	9/30/2025	850.45	-
2431	PD	Portable Radio	JUNKED/SCRAPPED - REPLACED	2,745.62		2,745.62	60	4/10/2014	9/30/2025	2,745.62	-
2504	PD	Rapid ID Hardware/Software	JUNKED/SCRAPPED - OBSOLETE	2,089.00		2,089.00	60	9/2/2015	9/30/2025	2,089.00	-
2505	PD	Radar Sign Titan	JUNKED/SCRAPPED - REPLACED	3,265.00		3,265.00	60	9/23/2015	9/30/2025	3,265.00	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		19,268.36		19,268.36				19,268.36	-
VEHICLES 900-0000-166-9000											
2410	PD	Lights, Cage, and Electronics Vehicle 13-01	JUNKED/SCRAPPED - OBSOLETE	3,183.62		3,183.62	36	7/19/2013	9/30/2025	3,183.62	-
		TOTAL DISPOSALS VEHICLES		3,183.62		3,183.62				3,183.62	-
		TOTAL DISPOSALS POLICE		22,451.98		22,451.98				22,451.98	-
FIRE DEPT											
MACHINE & EQUIPMENT 900-0000-165-9000											
1821	FD	Mercury Monitor	JUNKED/SCRAPPED - OBSOLETE	1,575.00		1,575.00	120	2/28/2004	9/30/2025	1,575.00	-
1833	FD	Large Diameter Intake Valve	JUNKED/SCRAPPED	882.95		882.95	120	10/28/2003	9/30/2025	882.95	-
1991	FD	Thermal Imaging Camera	JUNKED/SCRAPPED - OBSOLETE	8,000.00		8,000.00	120	2/23/2007	9/30/2025	8,000.00	-
2067	FD	AC Unit for FD	JUNKED/SCRAPPED	4,307.00		4,307.00	60	5/22/2009	9/30/2025	4,307.00	-
2076	FD	AC Unit for FD	JUNKED/SCRAPPED	4,307.00		4,307.00	120	12/30/2008	9/30/2025	4,307.00	-
2243	FD	Ventilator	JUNKED/SCRAPPED	4,000.00		4,000.00	60	5/6/2010	9/30/2025	4,000.00	-
2266	FD	Stairchair	JUNKED/SCRAPPED	2,174.00		2,174.00	60	6/14/2010	9/30/2025	2,174.00	-
2299	FD	Rescue Randy Manikin	JUNKED/SCRAPPED	1,596.27		1,596.27	60	12/1/2009	9/30/2025	1,596.27	-
2393	FD	Ferno Stretcher	JUNKED/SCRAPPED	3,307.00		3,307.00	48	4/4/2013	1/28/2025	3,307.00	
2418	FD	AC - Heat Pump	JUNKED/SCRAPPED	6,340.00		6,340.00	180	9/19/2013	9/30/2025	4,684.42	1,655.58
		TOTAL DISPOSALS MACHINE & EQUIPMENT		36,489.22	-	36,489.22				34,833.64	-
VEHICLES 900-0000-166-9000											
1783	FD	Fire Truck - Mini Pumper A78	SALE/AUCTION	139,942.00		139,942.00	120	3/7/2003	1/13/2025	139,942.00	-
		TOTAL DISPOSALS VEHICLES		139,942.00	-	139,942.00				139,942.00	-
		TOTAL DISPOSALS FIRE		176,431.22	-	176,431.22				174,775.64	-
PUBLIC WORKS DEPT											
BUILDINGS 900-0000-162-9000											
1636	PW	Building B Roof	DEMOLITION	5,700.00		5,700.00	480	3/22/2001	7/17/2025	3,356.69	2,343.31
1637	PW	Building B Improvements	DEMOLITION	12,237.50		12,237.50	480	3/22/2001	7/17/2025	7,206.19	5,031.31
		TOTAL DISPOSALS BUILDING		17,937.50		17,937.50				10,562.88	7,374.62
MACHINERY & EQUIPMENT 900-0000-165-9000											
1509	PW	Diesel Power Emergency Generator	JUNKED/SCRAPPED	21,261.44		21,261.44	120	3/27/1997	7/17/2025	21,261.44	-
		TOTAL DISPOSALS MACHINE & EQUIPMENT		21,261.44	-	21,261.44				21,261.44	-
		TOTAL DISPOSALS PUBLIC WORKS		39,198.94	-	39,198.94				31,824.32	7,374.62
		TOTAL DISPOSALS GENERAL FUND		244,805.78	-	244,805.78				235,775.58	9,030.20

TOWN OF PONCE INLET
FISCAL YEAR END 2025 - 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									
5091	PW	CAT 416C Backhoe	SALE/AUCTION	47,144.40		47,144.40	120	10/22/1998	7/17/2025	47,144.40	-
		TOTAL DISPOSALS PROPRIETARY ASSETS		47,144.40	-	47,144.40				47,144.40	-
		TOTAL DISPOSALS ALL DEPARTMENTS		291,950.18	-	291,950.18				282,919.98	9,030.20



**Town of Ponce Inlet
Town Council
Regular Meeting Minutes
August 21, 2025**

1 **1. CALL TO ORDER:** Pursuant to proper notice, Mayor Paritsky called the meeting to order
2 at 2:00 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. Baker, Chief Building Official

17 Attorney Brackins, Town Attorney

18 Ms. Cherbano, Town Clerk

19 Mr. Disher, Town Manager

20 Ms. Gatrost, Public Works Office Manager

21 Ms. Gjessing, Deputy Town Clerk

22 Chief Glazier, Police Chief

23 Ms. Hall, Assistant Finance Director

24 Mr. Hooker, Code Compliance Manager

25 Mr. Lear, Planning & Development Director

26 Ms. McColl, Finance Director

27 Mr. Okum, IT Director

28 Chief Scales, Public Safety Director

29 Mr. Wargo, Public Works Director

30
31 **4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA:** Item 8-B was
32 renamed to “*Preliminary* Results of the 2025 Ponce Inlet employee classification and
33 compensation study”; Item 13-D was modified to remove the portion of discussion on business
34 hours withdrawn by resident request.

35
36 Mayor Paritsky moved to approve the agenda as amended; seconded by Councilmember Milano.
37 The motion PASSED 5-0, consensus.

38
39 **5. CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation – Mr. Tony
40 Hynes, 4621 South Atlantic Avenue, Unit 7703, commented on concerns regarding enforcement

for pedestrian safety on Town crosswalks. Mr. Steve Field, 6 Mar Azul, suggested cutting back on the current year's budget and reallocating the remaining funds into future budget overruns, or begin reducing the budget by a certain percentage to ensure a lower future millage rate. Mr. Shannon White, 39 Coastal Oaks Circle, warned recent property value trends are not sustainable; he also commented on repairs that need to be made to South Atlantic Avenue. Mayor Paritsky closed citizens participation.

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

A. Recognition of Ms. Elviria LaBarre for her years of service on the Historic & Archeological Preservation Advisory Board and the Cultural Services, Historic Preservation, and Tree Advisory Board. – Mayor Paritsky presented Ms. Elviria LaBarre with a plaque, recognizing her time spent as a volunteer on Town Boards. She noted that Ms. LaBarre was first a member of the Historic & Archaeological Preservation Advisory Board from August 2013 through August 2018, and then continued her service with the Cultural Services, Historic Preservation, & Tree Advisory Board from August 2018 through August 2025.

B. Volusia County updates. – Volusia County Council Vice-Chair Matt Reinhart provided an update to ongoing projects. He explained that more than 1.6 miles of sand has been placed for the North beach restoration project and that sea oats are going to be planted to stabilize the dunes; he also provided updates on a beach feasibility study and the County's efforts on flood mitigation. The Coastal Division plans to restore and enhance the boardwalks in Lighthouse Point Park, make additional repairs to the jetty deck, and continue efforts with the U.S. Army Corps of Engineers to construct permanent storm-resilient concrete extensions of the jetty deck. Vice-Chair Reinhart noted ongoing invasive plant removal efforts at the park along with recent renovations to the Marine Science Center. He addressed concerns related to the ParkVolusia program and provided information on the Second Chance Initiative, a program through the Corrections Division to reduce recidivism. He noted that JetBlue will begin flying through Daytona Beach International Airport beginning in early December. He detailed the County's work toward the budget preparation for fiscal year 2025/2026, noting that there will be no increase to tax rates. Councilmember Milano recommended everyone listen to the recent Inside Ponce Inlet podcast with Volusia County Coastal Division Director, Jessica Fentress.

C. Mayor's proclamation report. – Mayor Paritsky explained that she will be presenting proclamations in the month of September declaring Thursday, September 11, 2025 as a *Day of Remembrance* and Tuesday, September 16, 2025 as *National IT Professionals Day*.

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. Renewal of Interlocal Agreement with Volusia County for Municipal Services related to the Public Right-of-Way.

B. Approval of the Town Council Budget Workshop meeting minutes. – July 15, 2025.

87
88 **C. Approval of the Town Council Regular meeting minutes – July 17, 2025.**
89

90 Mayor Paritsky moved to approve the Consent Agenda as presented; seconded by Councilmember
91 Milano. The motion PASSED 5-0, consensus.
92

93 **8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE**
94 **MEETING:**
95

96 **A. Update on the Town's vehicle lease program and request for direction on the**
97 **program's future.** *Continued from the July 15, 2025 Town Council Budget Workshop.* – Chief
98 Scales introduced Mr. Jacob Romig from Enterprise Fleet Management to provide an update on
99 their services. Mr. Romig provided a presentation to the Town Council and discussed partnership
100 benefits, vehicle disposals, fleet profiles, vehicle funding options, and more. He explained the
101 open-ended lease structure and the maintenance program, noting that maintenance costs have
102 decreased since the Town acquired newer vehicles. He mentioned the total proceeds this year from
103 vehicle sales is roughly \$40,000. Mr. Romig explained it has roughly cost the Town \$1,200 more
104 in maintenance, but the safety features are exceedingly better. Mr. Steve Field, 6 Mar Azul,
105 requested clarification on the depreciation values and principals on the vehicles. Mr. Romig
106 explained how the values are calculated. He provided an example of the original Ford F-250 lease
107 and showed how the net profit in sales was \$1,582. Councilmember White questioned the impact
108 of idle engine hours and how to determine whether the vehicle being purchased was previously
109 used as a public safety vehicle. Mr. Romig stated this can be determined by searching for the
110 vehicle identification number (VIN) or vehicle registration; a brief discussion ensued on how this
111 impacts resale values. Councilmember White noted that new vehicles could be purchased through
112 Enterprise, at which point the Town could utilize their resale team; Mr. Romig confirmed this.
113 Vice-Mayor Smith questioned whether the cash flow should be discussed further, and
114 Councilmember Milano commented on the safety and deterioration of vehicles located on the
115 beachside. Mr. Romig suggested establishing an in-service date and pre-determined out-of-service
116 date for each vehicle to guarantee the safety of the fleet.
117

118 Mayor Paritsky opened public participation – Mr. Steve Field, 6 Mar Azul, questioned the
119 financing of the vehicles. Mr. Shannon White, 39 Coastal Oaks Circle, requested confirmation that
120 no down payment is required (Mr. Romig confirmed this to be true) and questioned the cost
121 difference between an open-end lease and the walkaway lease. Ms. Sharon Lemieux confirmed the
122 Town does not have a service garage and questioned who maintains the vehicles on a day-to-day
123 basis. Chief Scales stated there is a routine maintenance schedule and pre-designated shops if
124 vehicle users notice anything unusual during their inspections. Councilmember White suggested a
125 hybrid program wherein some vehicles are purchased once their lease ends, and other vehicles
126 remain on the lease track. Mr. Romig commented on the interest rates as dictated by Sourcewell.
127 Ms. Elizabeth Caswell, 4744 South Peninsula Drive, commented on the Town's cash-flow and
128 expressed interest in buying vehicles upfront while utilizing the maintenance program. Mr. Craig
129 Sandman, 37 Ocean Way Drive, expressed concern regarding proper vehicle maintenance. Mayor
130 Paritsky closed public participation.
131

Council consensus for staff to proceed with a proposal for a hybrid program wherein the Town pays off the remainder of the Public Works vehicle lease terms, after which the Town will own the vehicles outright, and continue to utilize the lease program for the public safety vehicles in the FY 2025-2026 budget process and long-range capital planning.

B. Preliminary Results of the 2025 Ponce Inlet employee classification and compensation study. – Ms. Cherbano stated that the employee classification and compensation study is one of the Town Council goals for the Human Resources Department, as adopted by Resolution 2024-03. She noted the last study was completed in 2016, the average tenure for a Town employee is 5.5 years and the median is 3.25 years. She provided a five-year trend on employee turnover rates and explained the cost of turnover. Ms. Cherbano then presented an option to implement tenure and one-time longevity adjustments by years of service. She highlighted the fact that 76% of the Town’s workforce has only been with the Town for 6 years or less and outlined strategies used by surrounding municipalities to retain and attract employees. Ms. Rachel Skaggs, consultant from MGT Impact Solutions, LLC., appeared over Microsoft Teams to present her findings on the study. Ms. Skaggs elaborated on the project’s scope, detailing how the study was completed. Ms. Skaggs described the criteria used to establish comparable entities and the scoring system that was implemented to collect the data. A total of 33 entities were surveyed, and the compensation rates were calculated at the 50th percentile. Ms. Skaggs reported that 15 positions are currently compensated below the market minimum. Councilmember White questioned whether the survey results were skewed by the 14 additional communities which were included based on their proximity rather than the original MGT recommendation. He also commented on the Town’s inability to compete with larger municipalities, requested MGT to provide a report solely based on the like-size communities and millage rates, and voiced his support for the Town to consider merit-based raises evaluated on an annual basis. Councilmember Milano stated his concern for Town employees leaving for surrounding municipalities; he also provided a brief explanation on his professional history with merit-based raises and stated they were too subjective to implement consistently. Vice-Mayor Smith commented on the positions falling below minimum salary standards and the hazards of merit-based pay. Mayor Paritsky clarified this is a preliminary discussion in line with the Council’s goals, commented on the standards employees uphold in representation of the Town, and stated the study is available to anyone upon request. Councilmember White reiterated that he wants to see the results limited to the original 19 communities recommended by MGT. Councilmember Villanella expressed a desire to see a study based only on the surrounding municipalities which qualify as the Town’s direct competitors. A discussion ensued regarding longevity versus merit-based pay; a consensus was made to review the requested information and evaluate at that time whether it would be more prudent to consider any actions in the upcoming fiscal year or the next.

Mayor Paritsky opened public participation – Mr. Shannon White, 39 Coastal Oaks Circle, commented on exit interviews, limited growth opportunities within the Town, and employee commute time; he also questioned why benefits were excluded from the study. Ms. Skaggs answered that benefits are typically comparable between municipalities and therefore are not included in the study. Vice-Mayor Smith questioned approximately how many employees live in the Town; Mr. Disher stated it has been historically low and continues to decrease. Mr. Ed Davis, Ponce Inlet resident, asked Ms. Skaggs for an estimate on the percentage of compensation related to benefits on top of base salary and requested an explanation on the “n/a” designations from the

study; Ms. Skaggs estimated roughly 23%, and explained the “n/a” meant data was not available from the requested municipality. Mr. Michael Lang, 4366 South Atlantic Avenue, commented on the proposed pay structure; Ms. Skaggs explained that the market data focused on the base salaries, and the longevity incentives were presented as an optional addition to base compensation. Ms. Elizabeth Caswell, 4744 South Peninsula Drive, noted some communities will rank lower in a compensation study, citing Ponce Inlet as an example; she questioned whether Town employees have been surveyed to ensure their performance aligns with expectations; stated her opposition to the proposed longevity compensation, and inquired on the cost-of-living adjustments (COLA) history. Ms. Barbara Davis, Ponce Inlet resident, commented on the comparisons between the entities surveyed; questioned the stipends and incentives; requested a list of the 59 employees who departed from employment with the Town over the past five years; and questioned the proposed increase in salaries. Mr. Steve Field, 6 Mar Azul, noted his shock from a discussion about bringing employee salaries up to minimum wage and voiced his opposition to provide a 3% increase for all employees making barely above minimum wage instead of merit-based raises. Mayor Paritsky closed public participation.

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

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

11. ORDINANCES (FIRST READING) AND RESOLUTIONS:

A. Ordinance 2025-06 – 1st Reading – Amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections. Attorney Shepard read Ordinance 2025-06 by title only. **AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING THE CODE OF ORDINANCES AND THE LAND USE AND DEVELOPMENT CODE RELATED TO RENTAL REGISTRATION AND INSPECTION; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR EXEMPTIONS FOR CERTAIN PROPERTIES SUBJECT TO STATE OR FEDERAL PERIODIC INSPECTION REQUIREMENTS; PROVIDING FOR INSPECTION FEES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.**— Mr. Lear stated on April 5, 2024, a code enforcement case was initiated against the owners of a single-family residential property for operating a rental dwelling without the required permitting. One of the owners involved in the code case expressed his concerns with the Town’s rental policies, citing preemption of landlord/tenant relationships under Chapter 83, Part II of the Florida Statutes. At the Council’s direction, the Town Attorney then submitted a request for a legal opinion to the Florida Attorney General, however the Attorney General declined to provide one. Subsequently, at the Town Council’s request, Attorney Drew Smith drafted amendments to the code to address the alleged preemption issues. The Planning Board recommended approval of the proposed amendments at its July 29, 2025 meeting by a vote of 4-1 (Chair Carney dissenting). Mr. Lear explained the proposed amendments to the Code of Ordinances and the Land Use and Development Code. Mr. Hooker, Code Compliance Manager, presented photographic examples of substandard and hazardous conditions of rental properties observed in Ponce Inlet during rental property inspections. Vice-Mayor Smith inquired whether the photographs depicted new or

existing rental properties; Mr. Hooker clarified most of the photos were of properties being rented out prior to the enactment of the Town's rental program. Mayor Paritsky confirmed the proposed code amendments do not govern the landlord/tenant relationship, but seek only to promote continuing public health, safety, and welfare around Town. Attorney Brackins corroborated the Mayor's comments and clarified the proposed amendments and the statutory construction of the ordinance, attesting the Town is not preempted.

Mayor Paritsky opened public participation – Ms. Elizabeth Caswell, 4744 South Peninsula Drive, questioned how the Town identifies properties being rented without a rental permit and the enforcement procedures used to ensure compliance. Attorney Brackins and Mr. Hooker explained the multiple ways this is determined. Mayor Paritsky closed public participation.

Councilmember Villanella moved to approve proposed Ordinance 2025-06, amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the LUDC as prepared by the Town Attorney related to rental registrations and inspections, upon first reading; 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.

B. Resolution 2025-10 – Authorizing support for the Volusia County Local Mitigation Strategy (LMS). Attorney Brackins read Resolution 2025-10 by title only. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, AUTHORIZING SUPPORT FOR THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY (LMS); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** – Mr. Lear stated the Local Mitigation Strategy (LMS) Plan was developed in 1998 – the Plan is updated every five years and reviewed by appropriate agencies. Once reviewed, it is adopted by Volusia County and its municipalities. Town staff actively participated in all required LMS meetings to develop the latest Plan update. Councilmember Milano thanked staff for their efforts and questioned how SB 180 will impact the Plan and whether supporting the Plan could potentially get the Town in trouble. Mr. Baker, Chief Building Official, explained the impact of SB 180 is being monitored and is currently undetermined; he noted an added benefit to the LMS Plan is that it supports the Town's Community Rating System (CRS) program. Attorney Brackins said support of the Plan would not negatively impact the Town. Mr. Disher noted the Town is eligible for more grants by supporting the LMS Plan. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Milano moved to approve Resolution 2025-10 as presented; 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.

C. Resolution 2025-11 – Adjusting waste collection fees, effective October 1, 2025. Attorney Brackins read Resolution 2025-11 by title only. **A RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA AMENDING RATES IN APPENDIX A OF THE TOWN CODE OF ORDINANCES, PART XIII (GARBAGE COLLECTION); PROVIDING FOR**

CODIFICATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. – Mr. Disher explained the Town is entering the second year of a new five-year term with Waste Pro of Florida, Inc. for waste collection services. He explained how the Agreement’s rates are calculated for residential collection services and explained that as an enterprise fund, the fees are intended to pay for the services; without the increase, there would be a \$.02 deficit per unit. Mr. Disher stated the current monthly fee is \$35.02 but it will increase to \$37.50 to cover Waste Pro’s rate adjustment, if approved. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember White moved to approve Resolution 2025-11 as presented; seconded by Councilmember Villanella. The motion PASSED, 5-0 with the following vote: Councilmember White – yes; Councilmember Villanella – yes; Mayor Paritsky – yes; Councilmember Milano – yes; Vice-Mayor Smith – yes.

12. OLD BUSINESS: *None.*

13. NEW BUSINESS:

A. RFP 2025-08 – Selection of emergency debris removal vendors. – Chief Scales informed the Council that staff solicited proposals for emergency debris removal services. He stated by contracting with multiple vendors, the Town improves its efficiency, guarantees the work is completed quickly, and better the chance for reimbursement, when applicable. Staff evaluated the nine proposals received and determined the top three vendors that aligned with the criteria set forth. Councilmember White questioned whether there are assurances from the selected vendors that if their services were requested, they would come. Chief Scales stated the contract language would ensure for this. Vice-Mayor Smith questioned if multiple contractors could be called in at once. Mayor Paritsky opened public participation – hearing none, public participation was closed. Mr. Disher provided a brief story on the experience with the previous vendor contracted for emergency debris removal services.

Councilmember Villanella moved to approve Ceres Environmental Services, Phillips & Jordan, and TFR Enterprises for emergency debris removal services for a three-year period, subject to contract review by the Town Attorney for legal form and content; seconded by Councilmember White. The motion PASSED 5-0, consensus.

B. Discussion – Design of Public Works New Building “B”. – Chief Scales provided a background on the proposed Public Works Building “B”, stated the old Building “B” has been demolished, and staff will begin working with architects soon to propose a replacement building. Councilmember White commented on the difference in proposed buildings. Chief Scales confirmed the building exterior would be built in character with the surrounding area. Mayor Paritsky opened public participation – Ms. Barbara Davis, Ponce Inlet resident, commented on completing the entire building and site work together and potentially acquiring an ECHO grant for the location. Mayor Paritsky closed public participation. Chief Scales and Mr. Disher reiterated the aesthetics of the building, noting that the landscaping will be considered to match the surrounding area.

Council provided direction for staff to design a building and landscaping in character with the surrounding site and to utilize existing vegetation when possible.

C. Letter of Support requested by County Council regarding SB 180. – Mayor Paritsky provided details on Senate Bill (SB) 180 and explained how it threatens Home Rule, impedes on local resilience initiatives, and requires the Town to adhere to existing substandard development guidelines. She noted that the Bill became effective July 1, 2025, and it retroactively nullifies any new regulations adopted between August 1, 2024, and October 1, 2027 that could be considered more burdensome or restrictive. She described actions taken by other jurisdictions, including how Volusia County Chair Brower will be asking the Volusia Delegation to consider a short special session to address these concerns immediately. He is requesting that all municipalities within Volusia County draft letters of support for the County Council's approach. Mr. Lear provided examples of Town resiliency efforts halted by the bill including, but not limited to, stormwater retention projects recommended by the Watershed Master Plan; changes to the Land Use and Development Code (LUDC) that impact construction projects such as fill requirements, grading, and guaranteeing proper water runoff; and recommendations for future land use in the high-hazard coastal areas and ways to mitigate concerns of rising sea levels. Attorney Brackins stated the Town is okay to proceed with a letter of support and encouraged doing so. Councilmember White questioned whether the Town can legally make suggestions for contractors to build more resilient properties; Attorney Brackins confirmed the Town could encourage but not require greater resiliency under SB 180; enforcement would not be allowed for any new regulations determined to be more burdensome or restrictive.

Mayor Paritsky opened public participation – Mr. Mike Poniatowski, Tomoka Farms Village, described his experience with overdevelopment, commented on the threats SB 180 poses on Home Rule, and urged the Town Council to act on opposing the Bill to guarantee Volusia County can make the necessary changes to protect the existing areas. Ms. Barbara Davis, Ponce Inlet resident, asked Attorney Brackins whether a class action lawsuit between surrounding municipalities could be implemented rather than municipalities continuing individual lawsuits, and questioned why the Town had not yet implemented the increase in retention areas from 1" to 2 ½". Mayor Paritsky closed public participation. Councilmember Milano commented on moratoriums and ones impacted by the passing of the Bill. Attorney Brackins confirmed that if something was passed prior to the retroactive date of effect, SB 180 could not impose on it.

Council approved to draft a letter supporting the Volusia County Council's approach for amendments to SB 180, by consensus.

D. Alignment of Ordinances with the Town's Visioning Statement. – Mayor Paritsky proposed the idea that staff research the decibel level restrictions from surrounding municipalities and present this information to the Town Council. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Council consensus for staff to gather information on surrounding municipalities decibel level restrictions and bring back at a future meeting for review.

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

363
364 **A. Vice-Mayor Smith, Seat #5** – No further comments.

365
366 **B. Councilmember Villanella, Seat #4** – Councilmember Villanella stated he wished
367 to inform individuals who question the Town’s governance about why the Town functions in the
368 manner it does. He shared background on how the Town has navigated since 2010 and discussed
369 how Ponce Inlet functions as a Home Rule form of municipal government. Councilmember
370 Villanella detailed an 11-year lawsuit and described how the Town governed the resources and
371 increasing needs of a small town. Limited resources led to high employee turnover, as employees
372 acquired new skills and left for higher-paying positions with a less intense work climate; he warned
373 of the unusually high employee turnover due to a non-competitive salary structure. He spoke on
374 the resilience of the Town and the sacrifices made during this period and commended the Town
375 Council for remaining committed to moving the Town forward. He emphasized that the
376 Councilmembers remain committed to looking for the best decision-making policies for the benefit
377 of the Town and everyone is passionately driven to fundamentally understand the various needs of
378 the citizens of Ponce Inlet.

379
380 **C. Councilmember White, Seat #3** – No further comments.

381
382 **D. Councilmember Milano, Seat #2** – Councilmember Milano provided an update
383 on the First-Step Shelter, and he commented on Mayor Paritsky’s involvement on the Florida
384 League of Cities Utilities, Natural Resources, & Public Works Committee. He briefly described a
385 request that came in from the Department of Governmental Efficiency (DOGE) and noted that it
386 took staff a cumulative 111 hours to complete.

387
388 **E. Mayor Paritsky, Seat #1** – Mayor Paritsky stated the Central Florida non-profit
389 organization *Bear Warriors United* has filed a lawsuit against the Florida Fish and Wildlife
390 Conservation Commission due to their decision to implement the black bear hunt.

391
392 **15. FROM THE TOWN MANAGER** – Mr. Disher provided an update to last month’s
393 discussion regarding purchasing a property for retention improvements; the owners accepted an
394 offer from the Town and the contract is being drafted for final approval. Riverside Conservancy
395 will be continuing their living shoreline restoration soon; more pilings at Timucuan Oaks
396 Boardwalk will be replaced; and the main parking lot at Ponce Preserve will be closed for
397 maintenance from September 9 – September 11, 2025. He reminded everyone of the first budget
398 hearing to adopt the tentative millage rate and budget will be on Wednesday, September 3, 2025
399 at 6:00 p.m. and the second budget hearing to adopt the final millage rate and budget will be on
400 Thursday, September 18, 2025, at 6:00 PM. He noted that Town Hall offices will be closed on
401 September 1, 2025 in observance of Labor Day.

402
403 **16. FROM THE TOWN ATTORNEY** – No further comments.

404
405 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Mayor Paritsky opened public
406 participation – Ms. Barbara Davis, Ponce Inlet resident, suggested the Town enact items
407 retroactively similarly to the legislature’s passing of SB 180. Public participation was closed.

408
409 **18. ADJOURNMENT** – Mayor Paritsky adjourned the meeting at 6:20 p.m.
410

411 Respectfully submitted by:
412

413 *Draft*

414 Kim Cherbano, CMC, Town Clerk

415 Prepared by: Stephanie Gjessing, Deputy Town Clerk

416 Attachment(s): *None*.

DRAFT



Meeting Date: 9/18/2025

Agenda Item: 8-A

Report to Town Council

Topic: Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board.

Summary: Please see attached staff report and supporting documents.

Suggested motion: As determined by Council.

Requested by: Ms. Gjessing, Deputy 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, Deputy Town Clerk
Through: Kim Cherbano, Town Clerk
Date: September 4, 2025
Subject: Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board.

MEETING DATE: September 18, 2025

The Cultural Services, Historic Preservation, and Tree Advisory Board consists of seven seats: five (5) Regular seats (three-year terms) and two (2) Alternate seats (one-year terms). Currently, the only vacancies on the board are for Alternate Seat 1 and Alternate Seat 2.

Ms. Susan Vanderbeek has applied for consideration of appointment to the board. Her voter status has been confirmed and she has met Council's requirements of eligibility for board appointment.

Suggested Motion

At Council's discretion.

Attachment(s):

Application from Ms. Vanderbeek



Town of Ponce Inlet
4300 South Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2150

AUG 25 2025

BY: SG

Application for Appointment CULTURAL SERVICES, HISTORIC PRESERVATION, AND TREE ADVISORY BOARD

Please note that all information provided becomes a public record upon receipt.

Each member of the Board shall be a qualified elector of the Town of Ponce Inlet and preference for appointment will be given to full-time residents per Section 2-91(g) of the Town's Code of Ordinances. Board meetings are held on the first Monday of each month in the Town Council Chambers at 4300 South Atlantic Avenue, Ponce Inlet and are open to the public.

Name: Susan M Vanderbeek

Address: 58 Jennifer Circle Ponce Inlet FLA 32127 United States

Daytime Telephone: 386-333-4662 Cell: 386-333-4662

E-mail address: susan.vanderbeek@aol.com

Residency: ☒ Full-time ☐ Part-time

(If part-time, please indicate the number of months you are usually in Ponce Inlet each year): _____

The duties of the Cultural Services, Historic Preservation, and Tree Preservation Advisory Board are explained in Article 6.2.3 of the Town's Land Use and Development Code.

Indicate if you have any experience and/or education in any of the following fields:

- | | | |
|--|---|--|
| ☐ Archaeology | ☐ Historic Preservation | ☒ Parks & Recreation |
| ☐ Architecture | ☐ History | ☐ Tree Preservation |
| ☐ Environmental Science | ☐ Landscape Architecture | |

If yes, please explain: See additional page

Do you have any training and/or experience in Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? no. If so, please describe: _____

Have you reviewed the Boardmember Training Information regarding Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? yes If so, please provide the date of review: 19 August 2025

Please provide additional information and/or interests you feel may be helpful when considering your application for board appointment: see additional page

MEETING ATTENDANCE REQUIREMENT: Per Resolution 2025-06, those seeking appointment to the Cultural Services, Historic Preservation, and Tree Advisory Board must have attended a meeting of the board or reviewed the last two sets of minutes and audio recordings prior to application submittal.

Please indicate meeting date attended OR the date(s) of minutes/audio reviewed: Audio minutes review March and April 2025

I hereby affirm that I am a resident and qualified elector of the Town of Ponce Inlet and that the information provided on this application is true and accurate.

Susan Vanderbeek
Signature of Applicant

23 August 2025
Date

STAFF USE ONLY

Application received by: Stephanie Gjessing Date: 8/25/25
Proof of residency verified: ☐ FL Driver's License ☒ Other: VC property appraiser
☒ Voter Registration verified – Date: 8/25/25 By: SG
Application Complete: ☒ Yes ☐ No Reviewed By: SG
Date of Council meeting: 9/18/25 Confirmation sent: 8/25/25
☐ Appointment **APPROVED** ☐ Appointment **DENIED**
Membership: **Appointed to Seat #** _____ ☐ Regular ☐ Alternate

Susan M Vanderbeek

CULTURAL SERVICES HISTORIC PRESERVATION, AND TREE ADVISORY BOARD CONT.

If yes, please explain:

My educational background includes a E.d.S. degree in Specialist Education from University of Mississippi, a Masters of Arts from Framingham State University, Framingham, MA, a AAS degree in Nursing from Daytona Beach State College, a Bachelors of Science from SUNY, Brockport, NY, a AAS in Recreation and Parks Supervision from SUNY, Farmingdale, NY

My work experience includes serving as a High School Nurse, health teacher, sports coach for a DOD military base in Italy. Prior, I served as a Neonatal Intensive Care Nurse at Arnold Palmer Hospital for Women and Children, Orlando, Fla. and Frankfurt Military base, Germany. I served as a Clinical Nurse Specialist at Camp Darby Military base, Italy. I served as a Family Advocacy Nurse Specialist at Osan Air base, Osan , Korea. Prior, I developed a child day center and spearheaded it's operation in Saudia Arabia. In addition, I served as the Recreation Program Supervisor for the Daytona Beach Recreation Department.

Please provide additional information and/or interest you feel may be helpful considering your application for board appointment:

My professional career involved serving several diverse communities, whether civilian or military. I am grateful to have had Ponce Inlet as a home base which has offered an enriched community for my daughter to live and parents to visit during the winters when they retired.

I believe my diverse experience in education, health and life experiences would be a asset to the Cultural Service, Historic Preservation, and Tree Advisory Board

A handwritten signature in cursive script that reads "Susan Vanderbeek". The signature is written in dark ink and is positioned at the bottom left of the page.



Meeting Date: 9/18/2025

Agenda Item: 8-B

Report to Town Council

Topic: Recommendations for mitigating construction-related stormwater impacts.

Summary: Under authorization from the Town of Ponce Inlet, Collective Water Resources, LLC. prepared the Town's Watershed Master Plan (WMP) and presented its finding at a special joint meeting of the Town Council and the Planning Board on June 4, 2024. Following completion of the WMP, the Town requested they identify regulatory standards, codes, or techniques that could be implemented to prevent or mitigate construction-related stormwater impacts. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Acceptance of the Technical Memorandum and its recommendations as presented by Collective Water Resources, LLC.

Requested by: Ms. Rippey, Principal Planner
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: Patty Rippey, AICP, Principal Planner
Through: Darren Lear, AICP, Planning & Development Director
Date: September 9, 2025
Subject: Recommendations for Mitigating Construction-Related Stormwater Impacts

MEETING DATE: September 18, 2025

INTRODUCTION

On October 15, 2020, the Town Council authorized Staff to apply for state grants to fully fund the preparation of a Watershed Master Plan (WMP) for the Town. The WMP is a specialized type of Vulnerability Assessment (VA) intended to comply with the National Flood Insurance Program's Community Rating System requirements for Activity 450 - Stormwater Management. It follows the Town's more generalized VA completed in February of 2022 by the East Central Florida Regional Planning Council. Collective Water Resources (Collective), under authorization from the Town of Ponce Inlet, prepared the Town's WMP and presented its findings at a special joint meeting of the Town Council and Planning Board on June 4, 2024. The WMP received approval from the Florida Department of Environmental Protection in December 2024.

The WMP evaluated the Town's exposure to different types of flooding and its impact on critical and regionally significant assets within the Town, and prioritized them according to immediate, intermediate, or long-term impact. The WMP also includes a discussion of the Town's current regulatory standards, summary of recommended changes to the codes and regulations, and descriptions of mitigation options applicable to the types and extent of flooding. However, the WMP did not specifically address stormwater impacts from construction activities to adjacent properties.

PROJECT OVERVIEW

Following completion of the WMP, the Town requested that Collective identify regulatory standards, codes or techniques that could be implemented to prevent or mitigate construction-related stormwater impacts. Recommendations address impacts that fall outside of current United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), St. Johns River Water Management's (SJRWMD's) Environmental Resource Permit (ERP) and the Town's building permit coverage.

Collective's scope of services for this project included:

- Summary of construction-related stormwater impacts (quantity and quality) that may occur to adjacent properties. Construction activity is defined from the initiation of clearing, grading, or mobilization of equipment onto the site, up to the point of transitioning to operation or occupancy.
- Summary of current regulatory requirements for construction activity stormwater impacts (quantity and quality) applicable to properties within the Town (e.g., EPA's 2022 Construction General Permit, SJRWMD ERP erosion and sediment control criteria, etc.)
- Identification of regulatory standards, codes and/or techniques to prevent or minimize construction-related stormwater impacts that are not covered by current federal, State or local regulations

RECOMMENDATION

Collective's construction mitigation recommendations are provided in the attached Technical Memorandum. Staff recommends the Town Council accept the technical memorandum and its recommendations. These measures will provide the Town with a framework to develop regulatory standards, codes or techniques to prevent or mitigate construction-related stormwater impacts. Recommended changes to Town codes would be accomplished by separate ordinance. However, because these measures could be prohibited by SB 180 (2025), they would need to be made "voluntary" until such time as SB 180 is amended, repealed, or otherwise invalidated.

Attachment:

- Technical Memorandum - Mitigation Recommendations for Construction-Related Stormwater Impacts

ATTACHMENT

TECHNICAL MEMORANDUM

MITIGATION RECOMMENDATIONS FOR

CONSTRUCTION-RELATED STORMWATER IMPACTS



Technical Memorandum

Town of Ponce Inlet

Subject: **Recommendations for Mitigating Construction-Related Stormwater Impacts**
Date: September 8, 2025
To: Town of Ponce Inlet
From: Collective Water Resources, LLC (J. Jordan and S. Dunham)
Copy to: File

1. Introduction

Collective Water Resources (Collective), as authorized by The Town of Ponce Inlet (Town), conducted the Town of Ponce Inlet Watershed Master Plan (WMP) under Community Rating System (CRS) Activity 450 – Stormwater Management Project (Project). For this project, data needed to develop the WMP as per CRS requirements for Activity 450 and perform the flood vulnerability assessment (VA), based on the requirements as defined in Section 380.093 Florida Statutes (F.S.), was collected and reviewed by Collective. Using the available data, analyses were performed to identify the exposure to four types of flooding: stormwater (also referred to as rainfall-induced), tidal, storm surge, and compound flooding (a hypothetical combined stormwater and storm surge) event. Results were intersected with critical and regionally-significant assets within the Town to evaluate sensitivity to flooding and prioritize assets as needing immediate, intermediate, or long-term needs based on current and potential future flooding impacts. Additionally, the WMP provides recommendations for future decision-making and mitigation. Specifically, the WMP includes discussion of the Town's current regulatory standards, summary of recommended changes to the Town's regulatory standards and codes, and descriptions of mitigation options applicable to the types and extent of flooding. The WMP did not specifically address stormwater impacts from construction activities to adjacent properties. The Town has requested Collective's services to identify regulatory standards, codes, or techniques the Town could implement to prevent or mitigate construction-related impacts. Recommendations are to address impacts that fall outside of current United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), St. Johns River Water Management's (SJRWMD's) Environmental Resource Permit (ERP) and Town's building permit coverage.

This Technical Memorandum includes the following:

- Summary of construction-related stormwater impacts (quantity and quality) that may occur to adjacent properties. Construction activity is defined from initiation of clearing, grading, or mobilization of equipment onto the site up to the point of transitioning to operation or occupancy.

- Summary of current regulatory requirements for construction activity stormwater impacts (quantity and quality) applicable to properties within the Town (e.g., EPA's 2022 Construction General Permit, SJRWMD ERP erosion and sediment control criteria, etc.).
- Recommendations of regulatory standards, codes, and/or techniques to prevent or minimize construction-related stormwater impacts that are not covered by current federal, State, or local regulations.

Collective was supported by de la Parte, Gilbert, McNamara & Caldevilla, P.A., in the preparation of this memorandum.

2. Summary of Construction-Related Stormwater Impacts

Construction activities can have several stormwater related impacts (both quantity and quality) to adjacent properties and nearby waterbodies/wetlands. Many of these are outlined in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (2013). These impacts are described below.

Quantity Impacts

Construction activities have multiple ways to adversely impact stormwater management and alter the characteristics of runoff to adjacent properties. These include:

- Temporarily altering the floodplain storage and/or shifting the floodplain boundary
- Altering the quantity (how much) and/or velocity (how fast) of stormwater leaving the project site
- Altering the runoff pattern, such as timing and/or locations leaving the project site
- Altering the functionality of the existing stormwater management system by blocking inlets, damaging conveyance structures, and filling up swales/drainage ditches with sediment and other debris.

Quality Impacts

Construction activities have the potential to produce stormwater related quality impacts to streams/waterways and to nearby properties. These include:

- Runoff from the site can convey pollutants, sediment, and debris to adjacent properties
- Increasing the sediment load to stormwater management systems and to waterbodies
- Sediment in the runoff from construction activities can have increased levels of heavy metals, nutrients, and pesticides.
- Runoff from construction sites may have hydrocarbon compound contamination

The result is that construction activities have the potential to alter localized flooding and pollutant loading if not properly managed and controlled.

3. Summary of Stormwater Regulatory Requirements for Construction Activities

Regulatory requirements that apply to construction activities on properties within the Town of Ponce Inlet include compliance with federal, State, Volusia County and/or Town regulations depending on the type and size of the project. **The following summarizes current regulatory requirements that apply to construction-related stormwater impacts.** This summary does not include all stormwater regulatory

requirements associated with development or address construction-related requirements for activities not typically encountered within the Town (e.g., construction/maintenance of electric transmission lines, aquaculture, etc.)

Federal – NPDES Stormwater Permits and Forms | Florida Department of Protection (FDEP)

1. Construction General Permit (CGP)¹ includes the state of Florida and FDEP has the authority, through Florida Statutes (F.S), to implement the NPDES program within the state.

- Purpose: Minimize water pollution from construction sites.
- Allows development to discharge stormwater from construction activities and dewatering operations listed in Part 3 of the CGP.
- Required when construction activities:
 - Disturb more than one acre of land
 - Disturb less than one acre of land but are a part of a common plan of development or sale (phased projects with multiple lots, long-term development, contiguous areas or building extension, roads, pipelines, or utilities that are linear).
 - Discharge stormwater to surface waters of the State or through a separate municipal storm sewer system.
- Does not authorize the following types of stormwater discharges from construction sites:
 - Discharges that will cause or contribute to a violation of surface water quality standards
 - Stormwater mixed with non-stormwater (except those provided in the CGP and are listed in the Stormwater Pollution Prevention Plan, or SWPPP)
 - Stormwater after construction has been completed and the site has undergone final stabilization
 - Stormwater mixed with sources of non-stormwater
 - Stormwater associated with construction activities covered under an existing, active generic or individual permit
 - Discharges that FDEP has determined to be or may reasonably be expected to be causing or contributing to a violation of surface water quality standards.
- Parts of the CGP:
 - Permit coverage allows the responsible authority to discharge surface stormwater associated with construction activities to waters of the State, either directly or through a Municipal Separate Storm Sewer System (MS4) except those discharges not authorized (see preceding bullet). Coverage is not transferable.
 - A complete Notice of Intent (NOI) / application must be submitted to FDEP at least two calendar days before commencement of construction by clearing, grading, excavating, demolition, or other activities that disturb soil. FDEP determines completeness.
 - Discharges from the site are to be identified. Only stormwater discharges associated with construction activities and dewatering operations and the twelve

¹ 2022 Construction General Permit (CGP). United States Environmental Protection Agency. 2025.
<https://www.epa.gov/npdes/2022-construction-general-permit-cgp>. Accessed April 2025.

non-stormwater discharges specified by FDEP under the CGP are allowed to be discharged.

- SWPPP documenting how construction will comply with permit requirements is required and shall include contents specified by FDEP. SWPPP may need to be updated during construction.
- Best Management Practices (BMPs) must be consistent with the guidelines in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT and FDEP². FDEP specifies BMPs that must be implemented for pollution prevention control, erosion and sediment control, soil stabilization, structural controls, and dewatering. Additionally, for land disturbances greater than 10 acres at one time, sediment basin requirements must be satisfied.
- Inspections and record keeping are to be conducted by a qualified inspector provided by the responsible authority per the frequency specified by FDEP. Inspections must ensure:
 - BMPs are not causing or contributing to violations of water quality standards or resulting in offsite sedimentation
 - BMPs are installed, maintained, and operating correctly and effectively
 - BMPs for material storage areas that are exposed to rainfall and runoff are used and maintained
 - Entrance/exit sites do not show evidence of offsite sediment tracking
 - Disturbed areas and discharge points do not show signs of visible erosion and sedimentation.
- Notice of Termination (NOT) / Completion must be submitted within 14 calendar days after the site has achieved final stabilization and all authorized discharges are eliminated or are under a separate NPDES permit.

2. Municipal Separate Storm Sewer System (MS4) includes the Town, as a regulated Phase II MS4³, for the publicly-owned conveyance systems that discharge to surface waters of Florida.

- Purpose: reduce discharge of pollutants, protect water quality, satisfy Clean Water Act water quality requirements, and address Total Maximum Daily Loads from regulated MS4 into defined waterbodies.
- Requires development and implementation of a Stormwater Management Program that includes construction site stormwater runoff control as one of the six minimum control measures. For construction sites runoff control the Town's plan must include:
 - Regulatory mechanisms to require erosion and sediment controls and sanctions to ensure compliance to reduce pollutants to the MS4 from construction activities associated with land disturbance of greater than or equal to one acre or if

² Florida Administrative Code & Florida Administrative Register. *State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDEPT, FDEP (2013)*. Florida Department of State. 15 January 2015. <https://flrules.org/Gateway/reference.asp?No=Ref-04227>. Accessed April 2025.

³ Phase II MS4s. Florida Department of Environmental Protection. 13 December 2024. <https://floridadep.gov/water/stormwater/content/phase-ii-ms4s>. Accessed April 2025.

- disturbance is less than an acre but part of a larger planned development or sale that would disturb one acre or more
 - Requirements for construction site operators to implement appropriate BMPs
 - Requirements for construction site operators to control waste that may cause adverse water quality impacts
 - Procedures for site plan reviews that consider potential water quality impacts
 - Procedures for receipt and consideration of information from the public
 - Procedures for site inspection and enforcement of control measures.
- Newly created provision of Section 373.423 F.S. by Senate Bill 180⁴ would require water management districts, local governments, and operators of public and private stormwater management systems to work in conjunction with FDEP to support the preparation of a Flood Inventory and Restoration Report to be delivered to the Florida Department of Emergency Management (FDEM). Report will need to identify the following:
 - priority infrastructure that may result in flooding or property damage or threaten human health if left unaddressed and
 - locations of historic flooding locations (based on Federal Emergency Management Agency flood zones) and the potential of flooding from future significant storm events.

For the identified locations, the report will also need to include an inspection and maintenance schedule and information on infrastructure age, upstream impacts, and other factors that may contribute to system failure if left unaddressed as well as a prioritized list for funding to address these identified issues. Owners of any identified priority infrastructure must submit an inspection and maintenance schedule and support the biannual update of the report.

State –Surface Water Law as summarized in Florida Department of Transportation (FDOT) Drainage Manual Appendix A | Section 3.1⁵

- Purpose: summarizes fundamental Florida drainage law, terminology, rules, and applications as they relate to FDOT road design and maintenance.
- However, since Florida surface water law has evolved from case law in courts as well as administrative hearing rulings (many unrelated to FDOT), the following can be applicable to other landowners and non-FDOT construction activities.
- Upland Owners
 - Have an easement to allow surface water to flow over lower land.
 - Should not divert the natural flow of surface water, change the runoff's velocity, or add pollutants, or increase water volume from other sources if it causes damage to lower land.
 - Ideal surface water flow should mimic natural, undeveloped conditions.

⁴ State Library and Archives of Florida. *Emergencies: Chapter 2025-190, Committee Substitute for Committee Substitute for Senate Bill No. 180*. Florida Department of State. 26 June 2025. <https://laws.flrules.org/2025/190>. Accessed June 2025.

⁵ Office of Design, Drainage Section. *FDOT Drainage Manual*. State of Florida Department of Transportation. January 2025. <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/files/drainagemanual2025.pdf> Accessed April 2025.

- Courts assess development changes on a case-by-case basis to determine whether changes in runoff are substantial and has created a nuisance to the lower landowner by applying a “reasonable use” rule.
- Lower Landowners
 - Must not block or redirect surface water flowing naturally from the upland owner’s land.
 - Cannot obstruct the flow of surface waters, or cause backflow of water onto upland property.
 - Backflow is allowed if it is a natural condition anticipated from the land's topography (e.g., overflow from a land-locked basin during an intense storm).
 - Natural overflow, even if foreseeable, is not considered trespass if caused by natural conditions.
 - May be liable for resulting damage if diverted additional water causing more overflow.
 - Exception exists in areas like South Florida, where prior rim ditching practices were common—new owners who “came to the condition” cannot claim trespass or nuisance.
 - If a lower landowner voluntarily accepts excess water from the upland owner, and the upland owner relies on that acceptance during development, the lower landowner may be obligated to continue accepting that water in the future.

State – 10-2 General Permit Self-Certifications | FDEP

- Authorized by Section 403.814(12), F.S.
- Purpose: establishes a general permit for the construction, alteration, and maintenance of a stormwater management system that serves a total project area up to 10 acres with less than 2 acres of impervious surface without the need for FDEP or water management district action.
- System to be constructed must meet the following requirements during construction (as well as once operating):
 - Will not impact wetlands or other surface waters;
 - Does not cause adverse water quantity or flooding impact to receiving water or adjacent lands;
 - Does not cause adverse impacts to existing surface water storage and conveyance capacity;
 - Does not cause a violation of state water quality standards;
 - Does not cause an adverse impact to the maintenance of water levels (surface or ground) or surface flows established as part of the state’s minimum flows and levels or a works of the water management districts.

St. Johns River Water Management District (SJRWMD) – Environmental Resource Permit (ERP), Applicants Handbook Volume I, Part IV – Erosion and Sediment Control⁶

- Purpose: Regulatory program to ensure construction and development projects do not harm water resources within the SJRWMD’s jurisdiction. If not regulated or exempt under subsection 62-330.020(1), Florida Administrative Code (F.A.C.), an ERP is required prior to the construction, alteration, operation, maintenance, removal, or abandonment of any activity that cumulatively exceeds any of the thresholds in paragraphs 62-330.020(2)(a) through (j), F.A.C.⁷:
 - Any project in, on, or over wetlands or other surface waters;
 - A total of more than 4,000 square feet of impervious and semi-impervious surface areas subject to vehicular traffic;
 - A total of more than 9,000 square feet of impervious and semi-impervious surface area;
 - A total project area of more than five acres;
 - A capability of impounding more than 40 acre-feet of water;
 - Any dam having a height of more than 10 feet, as measured from the lowest elevation of the downstream toe to the dam crest;
 - Any project that is part of a larger common plan of development or sale;
 - Any dry storage facility storing 10 or more vessels that is functionally associated with a boat launching area;
 - Any project exceeding the Water Management District-specific thresholds in section 1.2 of the applicable ERP Applicant’s Handbook Volume II, or
 - Any modification or alteration of a project previously permitted under part IV of chapter 373, F.S.
- Erosion and Sediment Control (E&SC) Plan must be submitted with the application for an ERP and must be designed based on specific site conditions and must “retain sediment onsite and guard against causing or contributing to a violation of state water quality standards.”
- In addition, projects that disturb one or more acres of land or disturb less than one acre but are part of a larger common plan of development or sale and discharge to waters must develop and implement a SWPPP (see NPDES CGP previously discussed) to be included with the application.
- An E&SC plan must be submitted demonstrating that the water quality standards will not be violated during construction phases. The following criteria must be included:
 - Location, relative timing, specifications for all erosion, sediment control, and stabilization efforts
 - This plan may be submitted as a separate document, or included within the plans and specifications of the construction documents
 - Other plan requirements include:

⁶ *Applicant’s Handbook Volume 1 (General and Environmental)*. FDEP, NFWMD, SRWMD, SJRWMD, SWFWMD, SFWMD. 25 June 2024. [https://aws.sjrwmd.com/SJRWMD/permitting/AH I thru Appendix D.pdf](https://aws.sjrwmd.com/SJRWMD/permitting/AH_I_thru_Appendix_D.pdf). Accessed April 2025.

⁷ Florida Administrative Code & Florida Administrative Register. *Chapter 62-330: Environmental Resource Permitting*. Florida Department of State. 28 June 2024. <https://flrules.org/gateway/ChapterHome.asp?Chapter=62-330>. Accessed September 2025.

- Plan is fit for the conditions of the site (considering surface topography, soils, existing or proposed drainage patterns, vegetation)
- Minimize exposure
- Strategic planning of construction timeline (dry seasons versus wet seasons).
- Access and staging of equipment
- Act on areas that have been disturbed
- Define perimeter controls
- Retain on-site runoff, reduce runoff velocities
- Maintenance / monitoring program
- BMPs are to be maintained immediately prior, during and after construction activities

Volusia County – Code of Ordinances, Chapter 50 Environment, Article VII Stormwater Discharge Pollutant Control⁸

- Purpose: establish methods for regulating the introduction of pollutants into the County's MS4 to comply with NPDES requirements.
- Definitions are provided in Section 50-501.
- No discharge to the County's MS4 shall be permitted to impair operation or contribute to the failure to meet local, state, and federal requirements.
- Stormwater discharges to the MS4 from construction are required to obtain all required permits before discharging to the County's MS4.
- Those determined by the county to be responsible for contributing to the County's failure to comply with NPDES permit provisions and conditions shall provide corrective measures and be liable for fines and damages.
- Stormwater discharges from significant construction activities shall be treated or managed on-site prior to discharge to the County's MS4.
- Construction activities not defined as significant can be characterized as an illicit connection or illicit discharge if the activity causes an operation impairment of the MS4 or contributes to the failure of the MS4 to meet any requirements, including, but not limited to NPDES permits.
- Owners/operators of construction sites that discharge stormwater to the County's MS4 are to provide prior written notification to and receive prior approval of the discharge from the County.
- Section 50-505 prohibits illicit discharges and connections to the County's MS4 or waters of the United States and summarizes what constitutes and illicit discharge and connection.
- County shall be granted inspection access of facilities discharging or suspected of discharging to the County's MS4 or waters of the United States.
- Controls and BMPs used for controlling pollutant discharge to the County's MS4 or waters of the United States are to be operated and maintained in accordance with permitted criteria and in compliance with permit conditions and regulations.
- Exemptions are listed in Section 50-508.

⁸ Volusia County, Florida. *Code of Ordinances, Chapter 50 – Environment*. CivicPlus Municode Codification. 19 February 2009. https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=11665. Accessed May 2025.

- Organic or inorganic matter that causes pollution pursuant to regulatory agencies' water quality standards is prohibited from draining, depositing, being placed or otherwise discharging into any stormwater system within the County.

Volusia County – Code of Ordinances, Chapter 72 Land Planning, Article III Land Development Regulations⁹

1. Division 4 Design and Construction Standards of Improvements, Section 72-621 Erosion Control

Acceptable methods are to be performed to prevent undue erosion during all construction activities. Accumulations of sand and soil shall not be allowed in curb and gutter during construction and developer maintenance period. During construction temporary siltation basins may be required. For the one-year period of the road guarantee and for each lot, maintenance shall be provided until final inspection is passed.

2. Division 8 Stormwater Management

- Purpose: Allow reasonable use of property while protecting the quantity and quality of ground and surface waters, preventing existing water table elevation lowering, promoting groundwater recharge, preventing/reducing salt water intrusion into the groundwater system, minimizing nuisance mosquito populations, discourage use of drainage systems reliant upon electrical energy or petroleum fuels, reduce topsoil erosion from wind or water causes and associated sedimentation of water bodies and damage to adjacent properties, alleviate downstream flood hazards, prevent runoff-related significant loss of life and property from foreseeable rainfall events, reduce floodproofing as well as stormwater system installation and maintenance capital expenditures, minimize adverse impacts on water resources due to development, and maximize class II waters protection.
- Applies to unincorporated areas of the County and municipalities within the County (such as the Town, according to communications with staff) that have not adopted and implemented a stormwater management ordinance in compliance with the County's previous Ordinance 78-32 subject to county council.
- Permit required for development that may alter or disrupt existing stormwater runoff patterns. Development activities that qualify are listed in Section 72-777 (a) and exemptions are listed in Section 72-7777 (b):
- Performance standard requirements that must be satisfied by site alteration activities include:
 - Prior to discharge, stormwater runoff shall be subject to best management practices (those that are deemed effective and practical in reducing/preventing pollution to a level compatible with State water quality standards in chapter 17-3, Florida Administrative Code.
 - No siltation, pollution, or reduction in natural retention or filtration capacities of wetlands are allowed.

⁹ Volusia County, Florida. *Code of Ordinances, Chapter 72 – Land Planning*. CivicPlus Municode Codification. 11 February 2025. https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=11665. Accessed May 2025.

- Water may not become a health hazard or contribute to the production of mosquitoes.
- Water retention and settling structures and flow attenuation devices may be required.
- Provide a positive drainage system that does not adversely impact downstream owners or adjacent lands.
- Consideration of and provisions for conveyance shall be provided for runoff from higher adjacent lands.
- Runoff treatment shall be provided to remove oil and floatable solids before discharge from the site.
- Wind and water erosion shall be prevented.
- Prohibits direct discharge to class II waters and a workable filter system must be provided to discharge into these waters.
- Water table lowering does not conflict with stated objectives.
- Retention requirements must be satisfied depending on the level of development.

3. Division 11, Wetland Alteration Permits

- Purpose: provide protection, maintenance, enhancement, and utilization of wetlands.
- Wetland alteration permits must be obtained for any activity that will remove, fill, drain, dredge, clear, destroy or alter any wetland or wetland buffer as defined by Chapter 72, Article I, Section 72-2 (Definitions). Exemptions are provided in Chapter 72, Article III, Division 11, Section 72-883.
- Buffers are to be established adjacent to and surrounding all wetlands and no development is permitted in the buffer, except for direct access to water bodies. Construction activities (such as pruning, planting, removal of exotic/nuisance plants, creating and maintaining walking trails) may be permitted within the buffer which do not have a significant adverse impact on the function of the buffer.

4. Division 15, Environmental Standards for Beach and Dune Protection

- Purpose: Promote restoration and preservation of beach and dune systems along the Atlantic coastline of the County by regulating coastal construction activities that affect these systems.
- Applicable to beach and beach approaches, as defined by Chapter 20 of the Code of Ordinances, located in incorporated and unincorporated areas of the County. Exemptions are provided in Division 15, Section 72-1052.
- Standards provided for beach and dune walkovers, armoring projects, and dune restoration or sand placement projects. Related to construction activities, the following standards are of note:
 - Construction of walkovers shall minimize short-term disturbances to the dune system and existing vegetation and be in accordance with FDEP regulations.
 - Vegetation destroyed during the construction of a walkover shall be replaced with native coastal vegetation suitable for stabilization.

- Walkover designs should protect the conservation zone, natural areas, and beach habitat from construction impacts and long-term pedestrian impacts.
- Seawall construction shall be consistent with FDEP regulations, low profile in design, and all new seawalls shall be designed and constructed to minimize adverse impacts to adjacent properties.
- All water discharge is prohibited onto the beach or beach approaches, unless previously permitted.
- For dune restorations and sand placement projects, any beach-compatible sand extracted from construction sites within the barrier island of the County shall not be removed from the barrier island.
- Disturbances outside of the permitted work area shall be completely restored in a manner acceptable to the County.
- Debris and waste material shall be removed from the construction site daily.

Town of Ponce Inlet – Code of Ordinances

1. **Part II – Code of Ordinances | Chapter 18 Buildings and Building Regulations, Article IX Excavation and Grading Code¹⁰**

- Section 18-241 | Adopted Florida Building Code (FBC), Building, Appendix J, Grading
 - Establishes requirements for obtaining a grading permit, exemptions to permit requirements, permit submittals requirements, and design standards. Includes erosion control requirements for cut and fill slope faces subject to erosion.
- Section 18-242 | Amendments
 - Amends the language of the FBC, Building, Appendix J, Grading, Section J103 related to when a grading permit is required and permit exemptions.
- Section 18-247 | Retention of sand, soil, and construction debris on construction sites; temporary construction access; demonstration of compliance
 - Purpose: to prevent migration and movement of sediment and construction debris from construction sites due to high winds and heavy rains as well as prevent traffic hazards.
 - Erosion control methods are to be employed for all construction sites with the town prior to construction, excavation and demolition per Part III Land Use and Development Code, Section 4.12.1 (see above), and the Town’s standard construction details.
 - Limits temporary access points to all construction sites to a maximum of 20 feet in width and no more than 10-percent slope. Access driveways should also follow the natural topography of the site.
 - Establishes fencing requirements and standards for all construction sites.

¹⁰ Town of Ponce Inlet, Florida. *Code of Ordinances, Part II- Code of Ordinances, Chapter 18 – Buildings and Building Regulations*. CivicPlus Municode Codification. 18 December 2013.

https://library.municode.com/fl/ponce_inlet/codes/code_of_ordinances?nodeId=11438. Accessed May 2025.

- Section 18-248 | Stabilization and protection of land during development and construction
 - Purpose: road cuts must be stabilized to prevent erosion and destruction of or damage to existing vegetation. Suitable construction methods, approved by the Town, must be used to stabilize and protect existing dunes or land if cuts are required for road development and construction.
 - For fill areas outside the platted right-of-way, associated with road development and construction, existing natural vegetation should be protected and replaced, when necessary.

2. Part II – Code of Ordinances | Chapter 66 Stormwater and Conservation, Article III Illicit Connections and Discharge to the Town’s MS4¹¹

- Purpose: establish methods for regulating the introduction of pollutants into the Town’s MS4 to comply with NPDES requirements.
- Definitions of illicit discharges and connections and exempted discharges into the MS4 are provided in Section 66-53.
- Every owner or lessee of property through which a watercourse passes is required to keep and maintain that portion of the watercourse within their property free of trash, debris, excess vegetation, or other obstacles that would pollute, contaminate, or significantly retard flow of water through said watercourse.
- Any person subject to an industrial or construction activity NPDES CGP shall comply with all provision of the permit and proof of compliance may be required to discharge into the MS4.
- Operators of all industrial facilities including construction sites that are required to have a NPDES CGP to discharge stormwater associated with their industrial activities are required to submit a copy of the notice of intent to the Town at the same time it is submitted to FDEP.
- BMPs shall be implemented by owners/operators of any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the MS4, watercourse, and receiving waters.
- Notifications are required per Section 66-58 for any spills that may result in an illegal discharge into stormwater, the MS4, watercourse, or receiving waters.

3. Part II – Code of Ordinances | Chapter 70 Streets, Sidewalks and Other Public Places, Article III Excavations, Construction and Landscaping¹²

- Division 1 Excavation in Public Roads and Streets: includes requirements that all streets and private property shall be cleaned of all rubbish, excess earth, rock, and other debris resulting from excavation work in roads or streets.

¹¹ Town of Ponce Inlet, Florida. *Code of Ordinances, Part II- Code of Ordinances, Chapter 66 – Stormwater and Conservation*. CivicPlus Municode Codification. 21 November 2024.

https://library.municode.com/fl/ponce_inlet/codes/code_of_ordinances?nodeId=11438. Accessed May 2025.

¹² Town of Ponce Inlet, Florida. *Code of Ordinances, Part II- Code of Ordinances, Chapter 70 – Streets, Sidewalks and Other Public Places*. CivicPlus Municode Codification. 11 November 2004.

https://library.municode.com/fl/ponce_inlet/codes/code_of_ordinances?nodeId=11438. Accessed May 2025

- Division 2 Permit: establish permit requirements, permit application requirements, fees, exemptions, and permitting/construction criteria for improvements within a public right-of way or other public property. For construction criteria related to stormwater impacts, work shall be in conformance with established practices and adopted construction details including but not limited to construction, restoration, and clean-up of the area.

4. Part III – Land Use and Development Code | Article 4 Development Standards¹³

- Section 4.3 Excavation and Grading
 - Purpose: protect vegetation, trees, dunes, and contours of land during preconstruction and construction phases of development
 - Use of approved material to fill within the town may only be permitted to elevate a proposed building site to an elevation that is one foot above the base flood elevation or for grading activities to restore natural topography and vegetation.
 - Motorized land clearing equipment shall not be used for survey or other predevelopment activities.
 - Excavation and grading are limited to 10-percent of the mean elevation within a 25-foot radius of center. In areas with severe elevation differentials across the site, deviations from this requirement will be resolved during the development plan review process.
 - Retaining walls or other slope stabilization may be required by the Town engineer to prevent erosion or loss of vegetation. Retaining walls that are not built in any public easement, wetland, or wetland buffer; do not adversely affect the natural flow of surface water; do not create any other adverse effect upon adjacent or adjoining properties; and are up to 24 inches in height are exempt from permitting requirements.
- Section 4.8 Resource Protection
 - Purpose: protect environmentally sensitive lands and cultural resources, while also protecting property owner rights.
 - Establishes water pollution environmental standards stating no discharge of liquid or solid wastes shall be allowed into any public or private sewage disposal system, or into/on the ground, or into a waterway, water body or drainage canal, nor any accumulation of any liquid or solid wastes in violation of applicable state standards.
 - Applies to all proposed development not exempted in section 4.8.3; also, a wetland alteration permit may be required for any activity that will remove, fill drain, dredge, clear, destroy, or alter any wetland or wetland buffer.
 - Buffers are to be established adjacent to and surrounding all wetlands. Development activities or construction (such as pruning, planting, removal of exotic/nuisance plants, creating and maintaining walking trails) may be permitted

¹³ Town of Ponce Inlet, Florida. *Code of Ordinances, Part III- Land Use and Development Code, Article 4 - Development Standards*. CivicPlus Municode Codification. 18 April 2019.
https://library.municode.com/fl/ponce_inlet/codes/code_of_ordinances?nodeId=11438. Accessed May 2025

within the buffer which do not have a significant adverse impact on the function of the buffer.

- Section 4.9 Stormwater Management Permit
 - Purpose: ensure developments comply with regulations to protect water quality, reduce, or maintain runoff and manage stormwater flow, protects natural systems, and minimizes adverse impacts on adjacent areas.
 - Permits are required for all activities that may alter or cause damage to existing stormwater runoff patterns.
 - Exemptions from obtaining this permit are defined in Section 4.9.2.B
 - General exemptions include activities that do not affect the rate or volume of stormwater runoff and do not exceed 1,000-sq ft of impervious area.
 - Site construction shall not cause siltation of wetlands, pollution of downstream wetlands, reduction in the natural capabilities of wetlands, or water to become a health hazard or contribute to mosquito breeding.
- Section 4.12 Construction Practices and Procedures
 - Purpose: to prevent migration and movement of sediment and construction debris from construction sites due to high winds and heavy rains onto adjacent properties and roadways and establish requirements for excavations in public rights-of-way.
 - Identifies temporary sand fencing requirements and provisions for road closure, erecting and maintaining safety measures, and restoration of previous conditions for excavations performed within public rights-of way.

4. Recommendations for Mitigating Construction-Related Stormwater Impacts

State, SJRWMD and federal permitting requirements for construction activities often exempt smaller sites or have limited regulatory requirements related to construction activities. However, smaller construction sites can still produce stormwater-related impacts as described in Section 2 to nearby properties. This is enough of a concern and ongoing issue to the Town that Collective was contracted to produce this memorandum.

Other local governments in Florida have similar concerns and have taken actions such as adding regulatory code and design/construction standards to address stormwater impacts from construction. One such example is the City of Orlando that has included land development code requirements and developed their Engineering Standards Manual (5th edition, 2016). Section 6 of the manual provides site development standards, including stormwater erosion related issues. The code/manual also requires that a SWPPP be provided to the City for construction sites including those down to the single lot size. The City also has developed standard temporary erosion control details that developers can use in their construction plans and SWPPP. The City has inspectors that will check that the SWPPP is being followed during the construction process.

Collective recommends that the Town follow the City of Orlando's example and implement code and regulatory changes that address stormwater runoff from construction activities. Specific elements of this program would include:

- Applying the construction CGP regulations to:
 - Development/re-development of sites as small as a single lot (e.g., 4,500 square feet)
 - Importing or removing more than 12 cubic yards of fill material (a single truck load)
 - Clearing more than 1,000 square feet of land.
- Requiring the submittal of a SWPPP for all construction activities the program applies to. FDEP has a template SWPPP (<https://floridadep.gov/sites/default/files/ConstructionSWPPP.pdf>) that can be modified to fit the needs of the Town. This SWPPP template is provided in Appendix A.
- Provide developers with erosion control details that can be used on construction plans. The 2010 FDOT Design Standards Manual indexes 102 and 103 can be included as examples. Other examples of relevant details are from the City of Orlando. The FDOT and Orlando detail sheets are provided in Appendix B.
- Develop regulatory code for construction-related stormwater issues that addresses:
 - Pollution and erosion/sediment control best management practices for the sequence of construction - including stripping/grubbing, rough grading, utility installation, infrastructure and building construction, final grading, and landscaping
 - Maintaining drainage patterns at the property lines during construction
 - Capture a specific volume of construction site runoff (e.g., 2-inches across the disturbed area) or runoff associated with a specified precipitation frequency (e.g., 2-year/24-hour)
 - Dewatering effluent and its potential pollutant load
 - Standards for stockpiling of fill material
 - Time limits that cleared land can be exposed
 - Protections for the existing stormwater management system
 - Site perimeter controls beyond the silt fences, such as temporary diversion berms or sediment traps/basins
 - Proper covering of construction materials and supplies to limit the amount of organic and inorganic materials in runoff from the site.

Additional measures the Town should consider include:

- Establishing additional requirements for site grading and drainage plans associated with permits that include:
 - Identification of existing natural drainage patterns and constructed drainage facilities and all proposed drainage facilities (natural and manmade) and appurtenances (such as downspouts)
 - Mapping existing and proposed topography (e.g., contours) that extends a minimum distance (e.g., 50 feet) off site to illustrate both on- and off-site drainage patterns.
 - Cross-sections when proposed foundations, drives, or roadways fall within a certain distance of a common property line or grading is proposed within a specified distance from a common property line. Cross sections should reflect both existing topography as well as proposed conditions.

- Proposed curb or wall top and bottom elevations
 - Expanding the maximum permissible grade change requirements (see Code of Ordinances, Part III, Article 4, Section 4.3.4) to limit the permissible grade change at a common property line.
 - Requiring new structures and substantially improved structures to utilize practices other than fill to elevate above the base flood elevation when the change in elevation exceeds the maximum permissible grade change requirements.
- Perform regular training for local contractors on proper installation and maintenance of best management practices. Consider establishing a non-regulatory, incentive-driven certification program for all contractors, especially those that perform construction that falls outside of the NPDES CGP. Leverage existing training and third-party certification available for Florida Stormwater Erosion and Sedimentation Control Inspector (FSESCI) Training and Certification.

The implementation of the above would be expected to minimize construction related stormwater impacts within the Town.

Recommended revisions to the Town's existing ordinances and land use regulations to be considered are as follows:

1. Chapter 18, Article IX – Excavation and Grading Code

Sections:

- Sec. 18-241 (Adoption)
- Sec. 18-247 (Retention of sand, soil, and construction debris)
- Sec. 18-248 (Stabilization and protection of land during development and construction)

Example Modifications:

- Require a SWPPP for all construction activities disturbing more than a minimal threshold (e.g., 1,000 sq ft or a single lot), incorporating concepts from the SWPPP template.
- Mandate specific erosion and sediment control BMPs such as those specified by Orlando.
- Add periodic and post-rainfall inspection requirements for erosion and sediment controls, with documentation and immediate corrective action.
- Require standard erosion control detail sheets to be included in permit submittals, using FDOT and Orlando examples.

2. Chapter 66 – Stormwater and Conservation, General Requirements

Sections:

- Sec. 66-5 (General Requirements)

Example Modifications:

- Incorporate performance standards for stormwater discharges.
- Require maintenance plans for all structural and non-structural controls during construction.

3. Chapter 66 – Stormwater and Conservation, Article III – Illicit Connections and Discharge to the Town's MS4

Sections:

- Sec. 66-53 (Definitions and exemptions)
- Sec. 66-55 (Discharge to MS4)
- Sec. 66-56 (Compliance Monitoring)

Example Modifications:

- Mandate BMPs not only for pollution prevention but also for flow attenuation and offsite sediment control, with performance criteria.
- Require SWPPP submittal and approval for all construction sites, with proof of compliance prior to any land disturbance.
- Formalize inspection and enforcement protocols: Specify inspection frequency (e.g., weekly and after specified rain events), documentation, and enforcement actions for noncompliance.

4. Chapter 70 – Streets, Sidewalks and Other Public Places, Article III – Excavations, Construction and Landscaping

Sections:

- Division 1 (Excavation in Public Roads and Streets)
- Division 2 (Permit)

Example Modifications:

- Require SWPPP and BMPs for all work in public rights-of-way.
- Mandate restoration and cleanup standards to include erosion and sediment control measures.

5. Part III – Land Use and Development Code, Article 4 – Development Standards

Sections:

- Sec. 4.3 (Excavation and Grading)
- Sec. 4.9 (Stormwater Management Permit)
- Sec. 4.12 (Construction Practices and Procedures)

Example Modifications:

- Sec. 4.3:
 - Expand grading and fill requirements to include protection of historic drainage patterns during construction and limit grade changes at property lines.
 - Require submittal of cross-sections and topographic mapping extending offsite to demonstrate no adverse drainage impacts.
- Sec. 4.9:
 - Require a SWPPP and detailed erosion/sediment control plan for stormwater management permits.

- Expand permit submittal requirements to include stormwater management reports, geotechnical reports, and detailed grading/drainage plans.
- Sec. 4.12:
 - Add requirements for perimeter controls beyond silt fences (e.g., temporary diversion berms, sediment basins).
 - Set time limits for land exposure and standards for stockpiling fill material.
 - Require covering of construction materials to prevent pollutant runoff.

6. Training and Certification

Add a new section requiring or incentivizing contractor training/certification in stormwater BMPs.

Appendix A

FDEP SWPPP Template

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN TEMPLATE

The following template may be used as a general guide for development of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities. This template may not contain all applicable requirements for all construction sites. Please refer to the Department's Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Document 62-621.300(4)(a) to verify that you are meeting all permit requirements. Part V of the above referenced generic permit specifically lists requirements of the Stormwater Pollution Prevention Plan.

- The SWPPP shall be completed prior to the submittal of the Notice of Intent (NOI) to be covered under the Department's Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
- The SWPPP shall be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for discharge of pollutants to surface waters of the state or a Municipal Separate Storm Sewer System (MS4). The SWPPP also shall be amended if it proves to be ineffective in significantly reducing pollutants from sources identified in Part V.D.1. of the permit. The SWPPP also shall be amended to indicate any new contractor and/or subcontractor that will implement any measure of the SWPPP. All amendments shall be signed, dated, and kept as attachments to the original SWPPP.

Stormwater Pollution Prevention Plan

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Operator and/or Responsible Authority)

Date

Project Name and location information:	
---	--

A site map must be developed and must contain, at a minimum, the following information:

1. Drainage patterns,
2. Approximate slopes after major grading activities,
3. Areas of soil disturbance,
4. Outline all areas that are not to be disturbed,
5. Location of all major structural and non-structural controls,
6. The location of expected stabilization practices,
7. Wetlands and surface waters, and
8. Locations where stormwater may discharge to a surface water or MS4.

Site Description

Describe the nature of the construction activity:	
Describe the intended sequence of major soil disturbing activities:	
Total area of the site:	Acres
Total area of the site to be disturbed:	Acres
Existing data describing the soil or quality of any stormwater discharge from the site:	
Estimate the drainage area size for each discharge point:	
Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	

Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the <u>Florida Development Manual: A Guide to Sound Land and Water Management</u> (DEP, 1988) and any subsequent amendments.
Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.
Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.

Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.
Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.

Describe in detail controls for the following potential pollutants

Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	
Offsite vehicle tracking from construction entrances/exits:	

The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	
The storage, application, generation and migration of all toxic substances:	
Other:	

Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.

Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).

Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from fire fighting activities do not have to be listed or described.

This SWPPP must clearly identify, for each measure identified within the SWPPP, the contractor(s) or subcontractor(s) that will implement each measure. All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:

“I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder.”

Name	Title	Company Name, Address and Phone Number	Date

Stormwater Pollution Prevention Plan Inspection Report Form

Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name: _____

FDEP NPDES Stormwater Identification Number: FLR10 _____

Location	Rain data	Type of control (see below)	Date installed / modified	Current Condition (see below)	Corrective Action / Other Remarks

Condition Code:

G = Good

M = Marginal, needs maintenance or replacement soon

P = Poor, needs immediate maintenance or replacement

C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand Bag
7. Subsurface drain	16. Curb and gutter	25. Hay Bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

Name

Qualification

Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

* * * * *

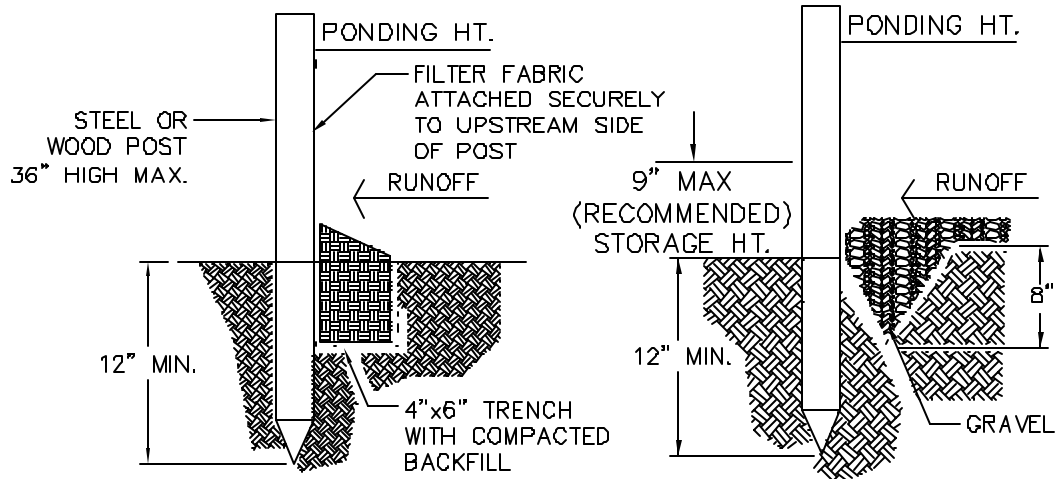
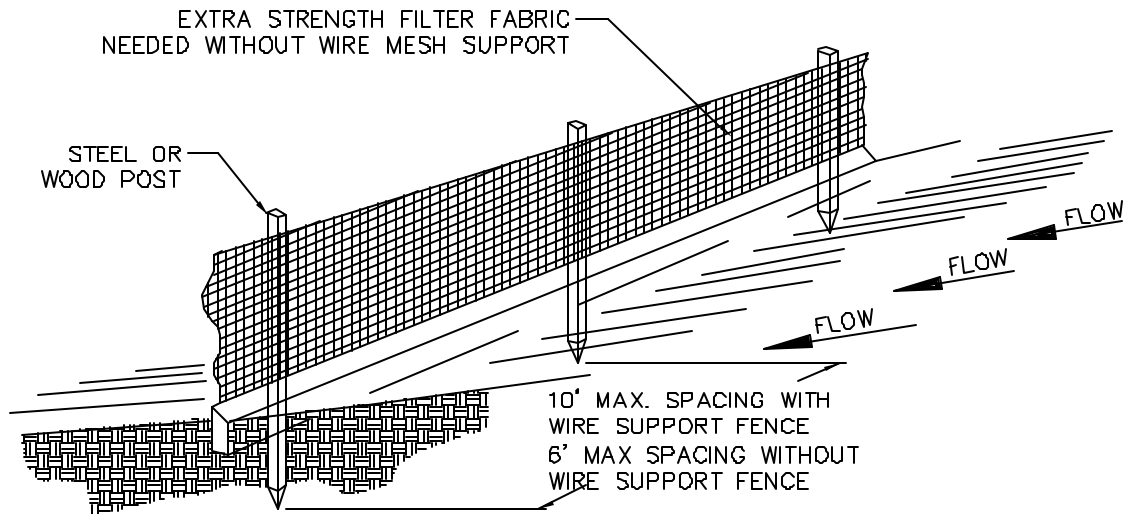
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Responsible Authority)

Date

Appendix B

FDOT and City of Orlando Erosion Control Detail Sheet Examples



STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

ALTERNATE DETAIL
TRENCH WITH GRAVEL

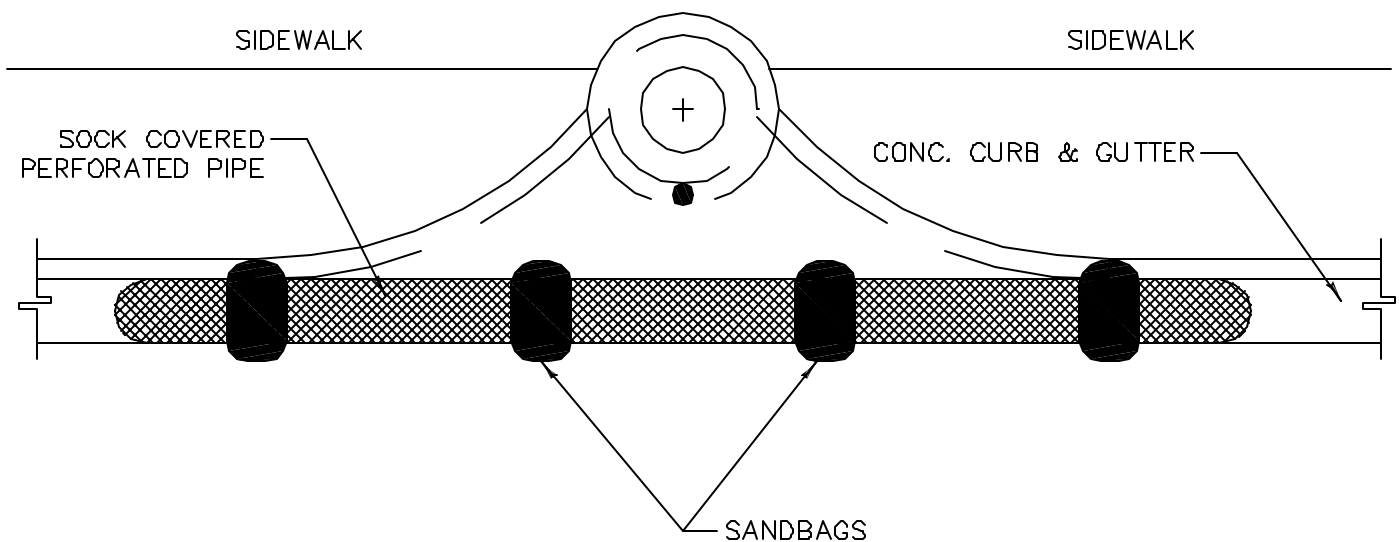
NOTES:

1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



SILT FENCE

R-30A



PLAN VIEW

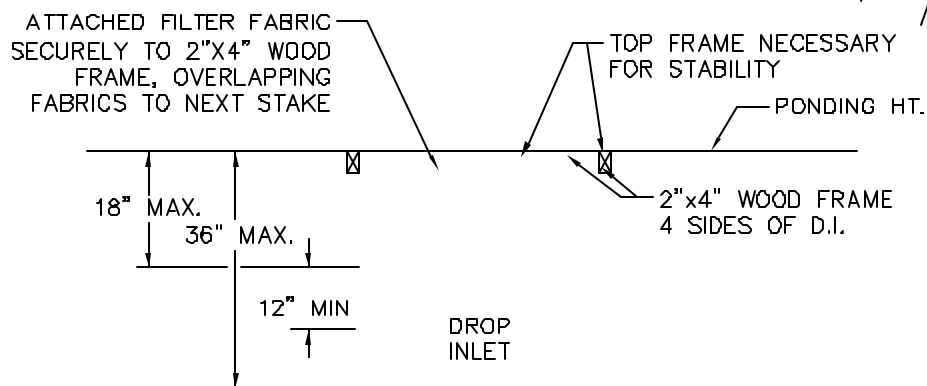
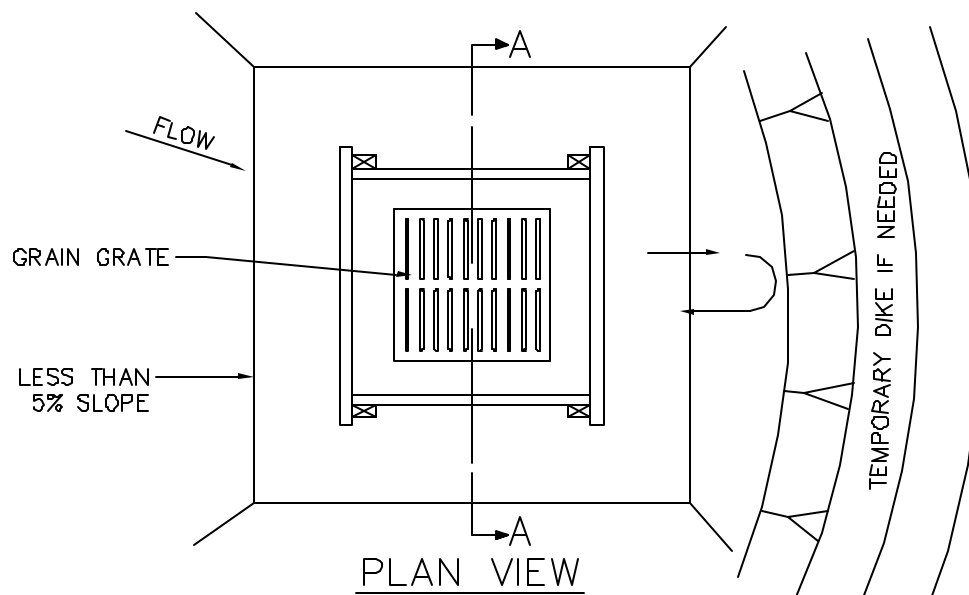
NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVED SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.
5. AT THE END OF EACH WORKDAY, SWEEP OR SCRAPE UP SOIL TRACKED ONTO THE STREET.



CURB AND GUTTER SEDIMENT BARRIER

R-30B



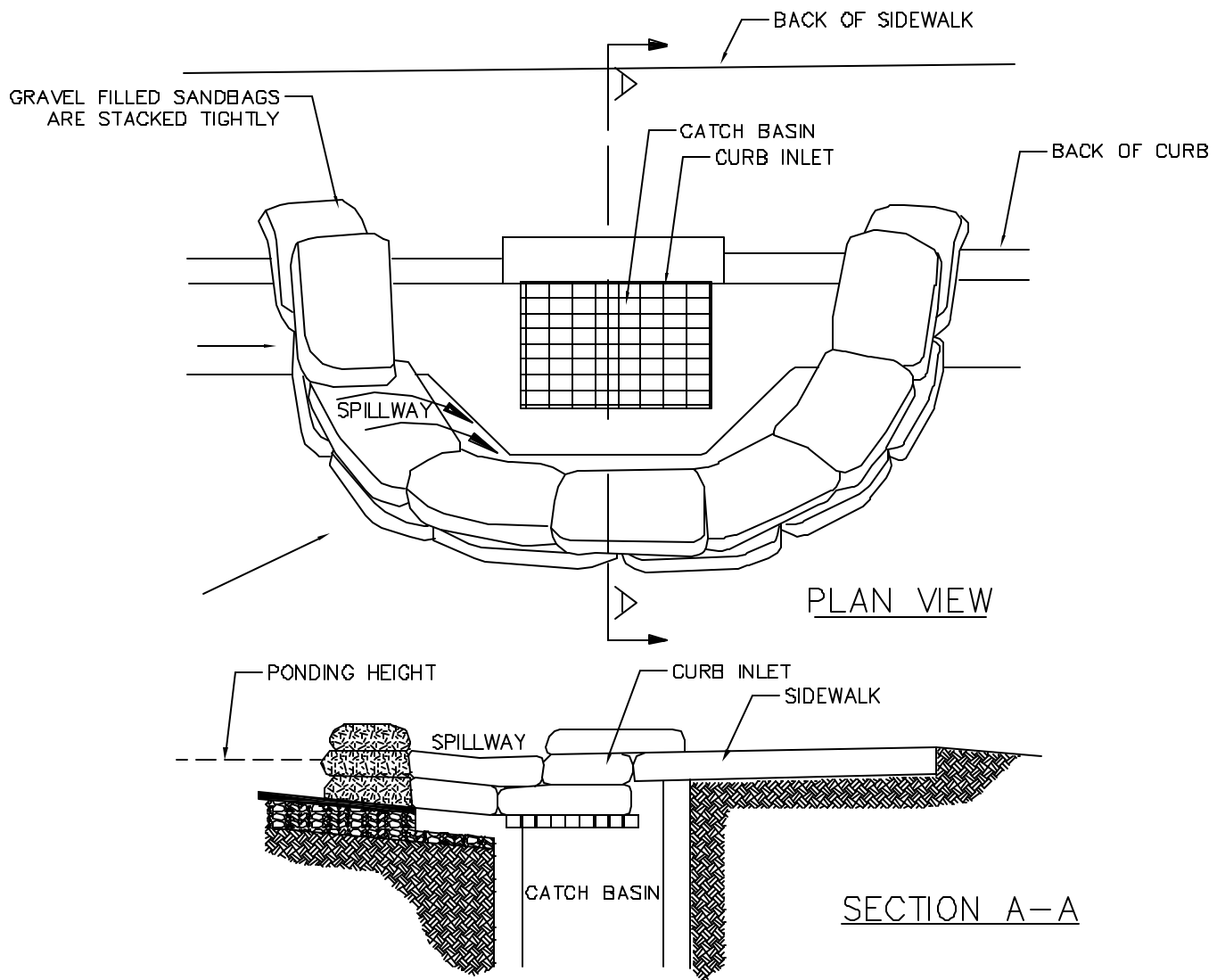
NOTES:

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 3%)
2. USE 2x4 WOOD OR EQUIVALENT METAL STAKES, (3 FT. MIN. LENGTH)
3. INSTALL 2x4 WOOD TOP FRAME TO INSURE STABILITY.
4. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWN SLOPE TO PREVENT RUNOFF FROM BY-PASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWN SLOPE SIDE OF THE STRUCTURE.



SILT FENCE DROP INLET SEDIMENT BARRIER

R-300



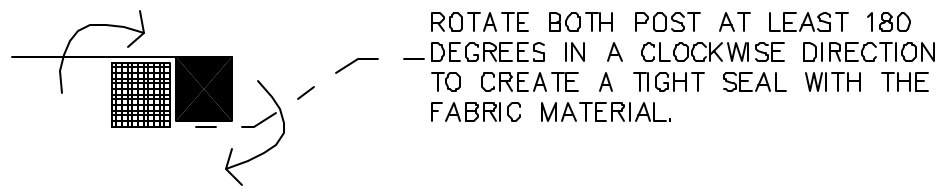
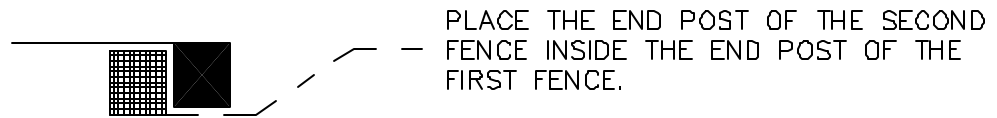
NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEDIMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW
4. INSPECT BARRIERS AND REMOVED SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

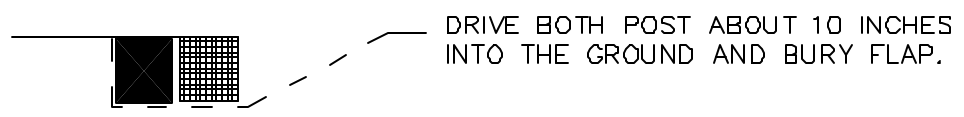


CURB INLET SEDIMENT BARRIER

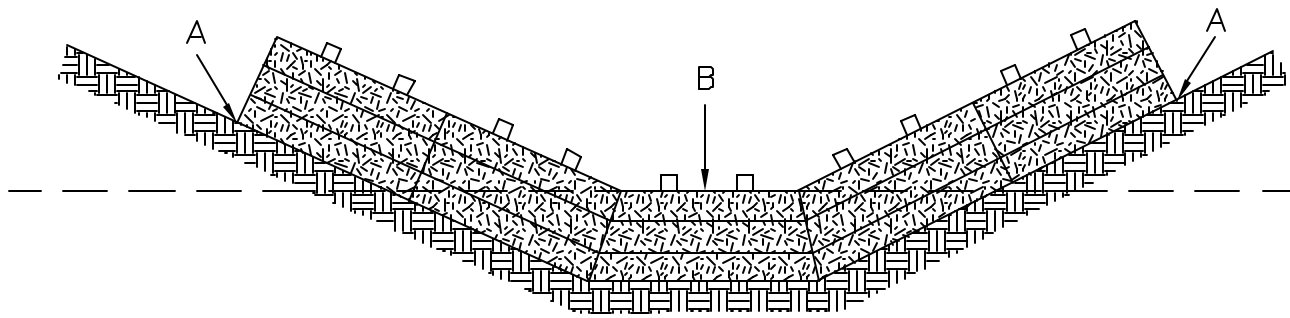
R-30D



DIRECTION OF RUNOFF WATERS



ATTACHING TWO SILT FENCES



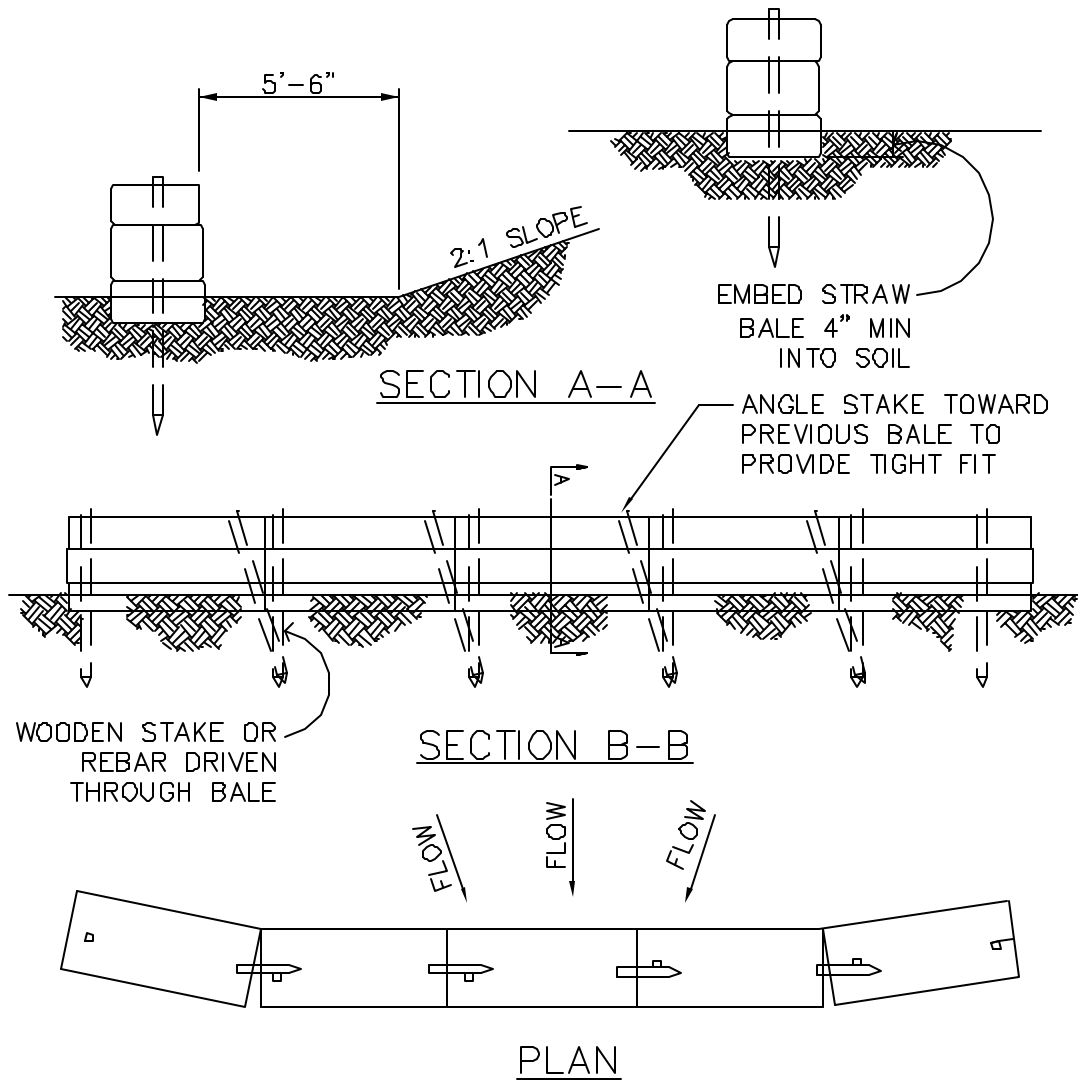
POINT A SHOULD BE HIGHER THAN POINT B

PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY



ATTACHING TWO SILT FENCE
&
PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY

R-30E



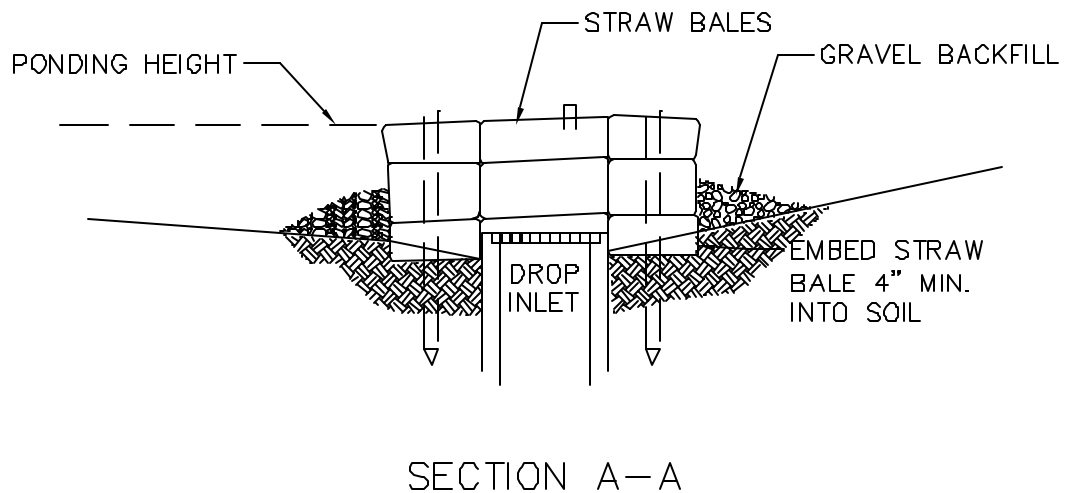
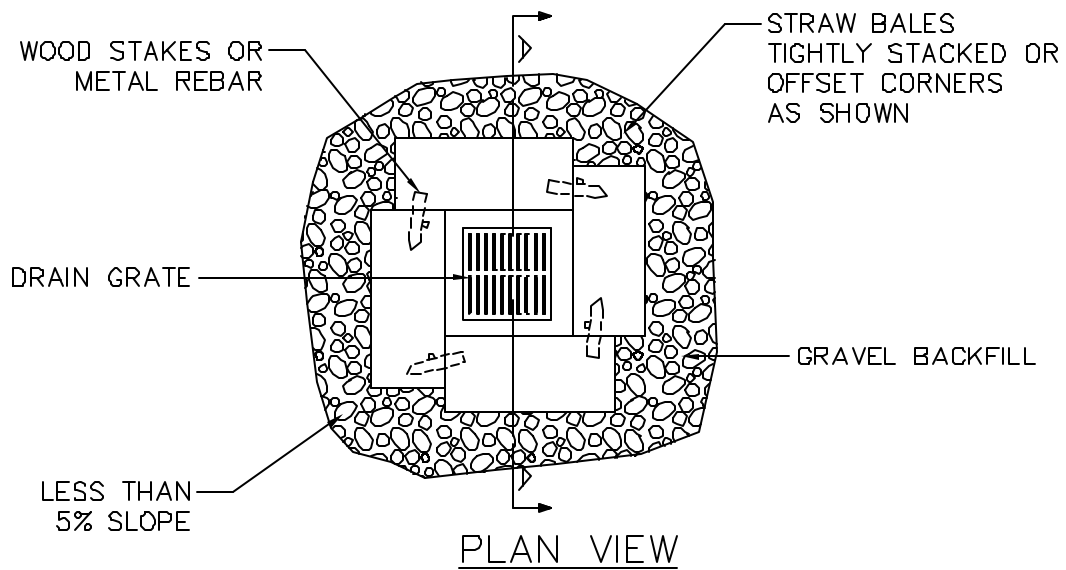
NOTES:

1. THE STRAW BALES SHALL BE PLACED ON SLOPE CONTOUR.
2. BALES TO BE PLACE IN A ROW WITH THE ENDS TIGHTLY ABUTTING. USE STRAW, ROCKS, OR FILTER FABRIC TO FILL GAPS BETWEEN THE BALES AND TAMP THE BACKFILL MATERIAL TO PREVENT EROSION OR FLOW AROUND BALES



STRAW BALE BARRIER

R-30F



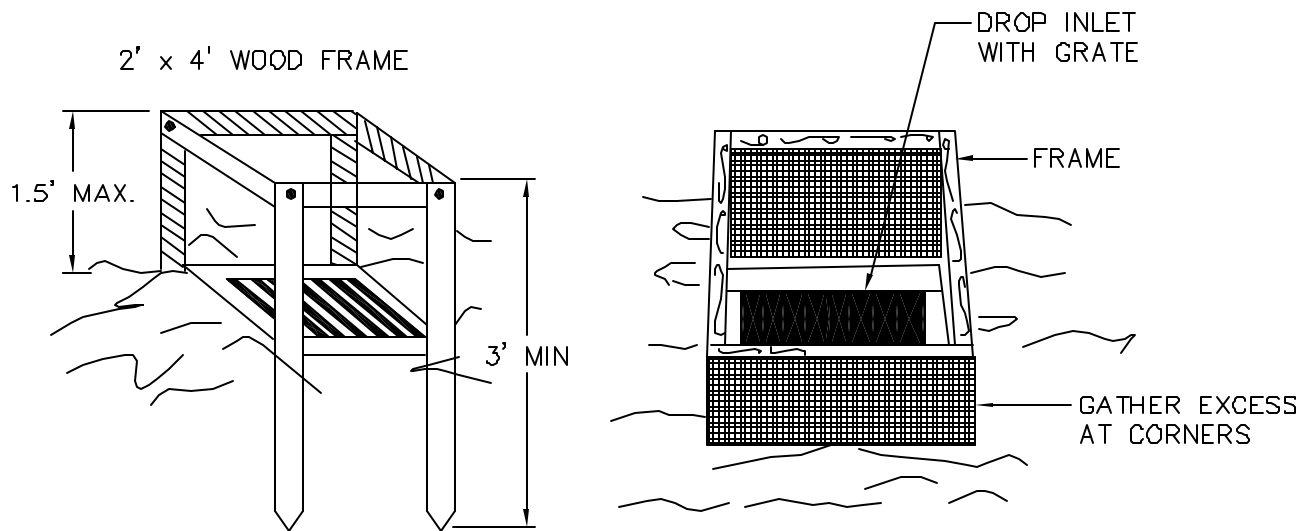
NOTES:

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%)
2. EMBED THE BALES 4" INTO THE SOIL AND OFFSET CORNERS OR PLACE BALES WITH ENDS TIGHTLY ABUTTING. GRAVEL BACKFILL WILL PREVENT EROSION OR FLOW AROUND THE BALES.
3. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWN SLOPE TO PREVENT RUNOFF FROM BY-PASSING THE INLET. EXCAVATION OF A BASIN ADJACENT TO THE DROP INLET OR A TEMPORARY DIKE ON THE DOWN SLOPE OF THE STRUCTURE MAY BE NECESSARY.

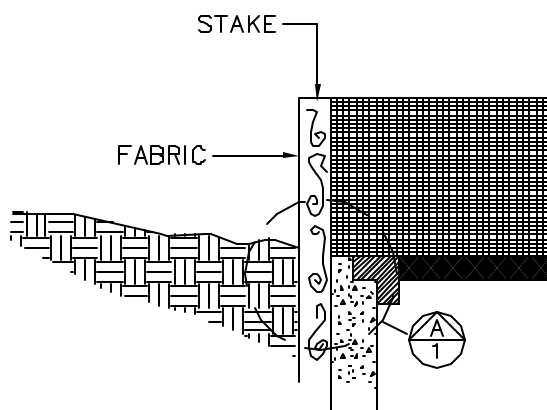


DROP INLET SEDIMENT BARRIERS

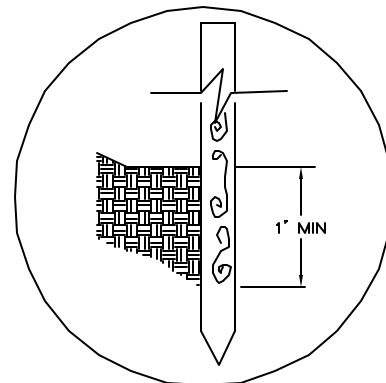
R-30G



PERSPECTIVE VIEW



ELEVATION OF STAKE AND
FABRIC ORIENTATION



DETAIL A

SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT EXCEEDING 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS



FILTER FABRIC DROP INLET SEDIMENT FILTER

R-30H

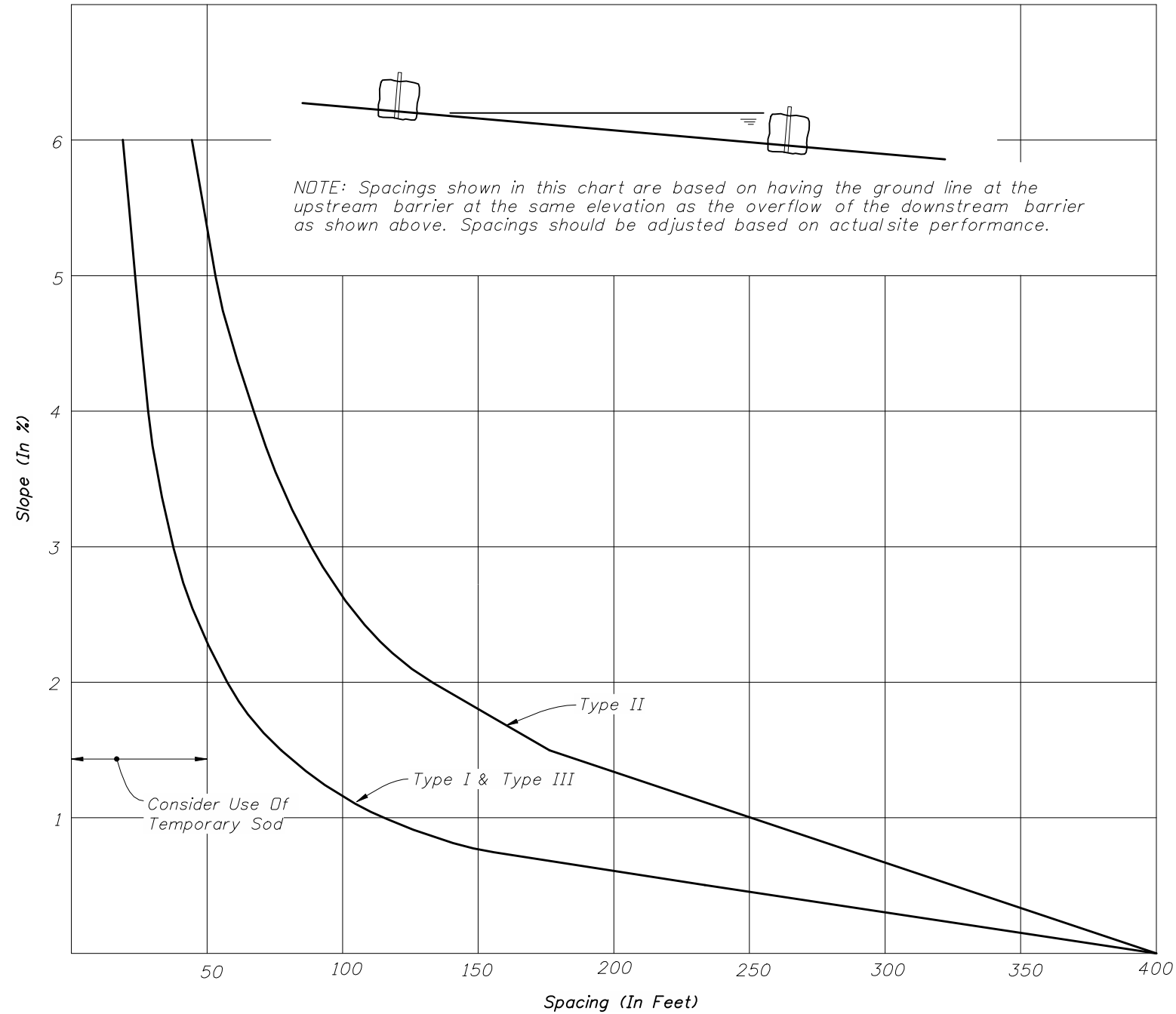
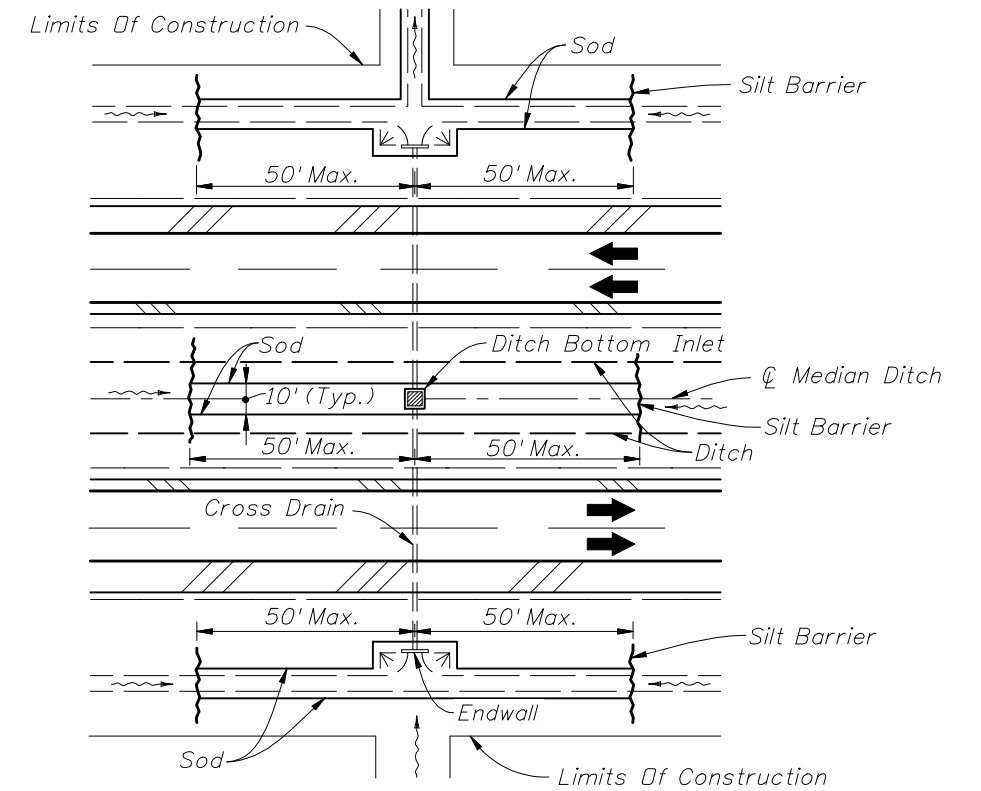


CHART I

RECOMMENDED SPACING FOR SYNTHETIC BALES OR BALE TYPE BARRIERS AND TYPE III SILT FENCE



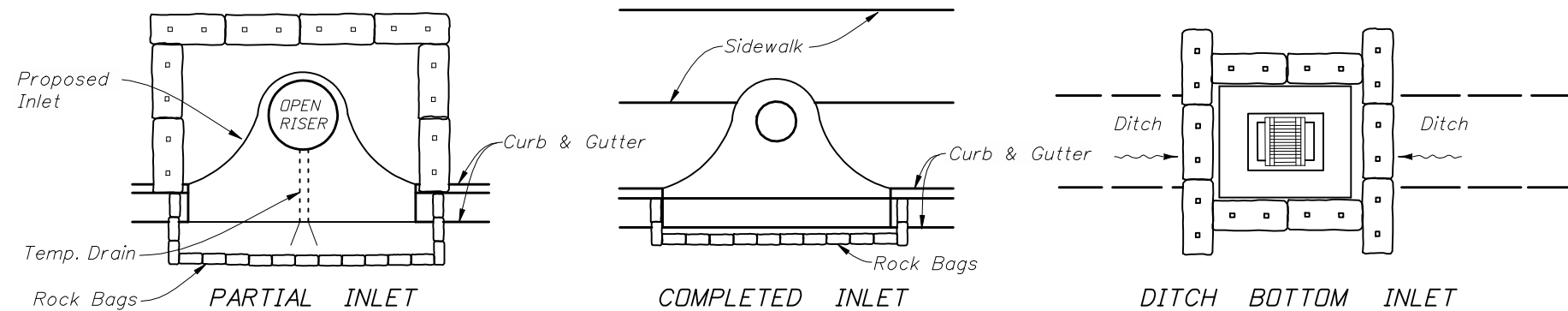
DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



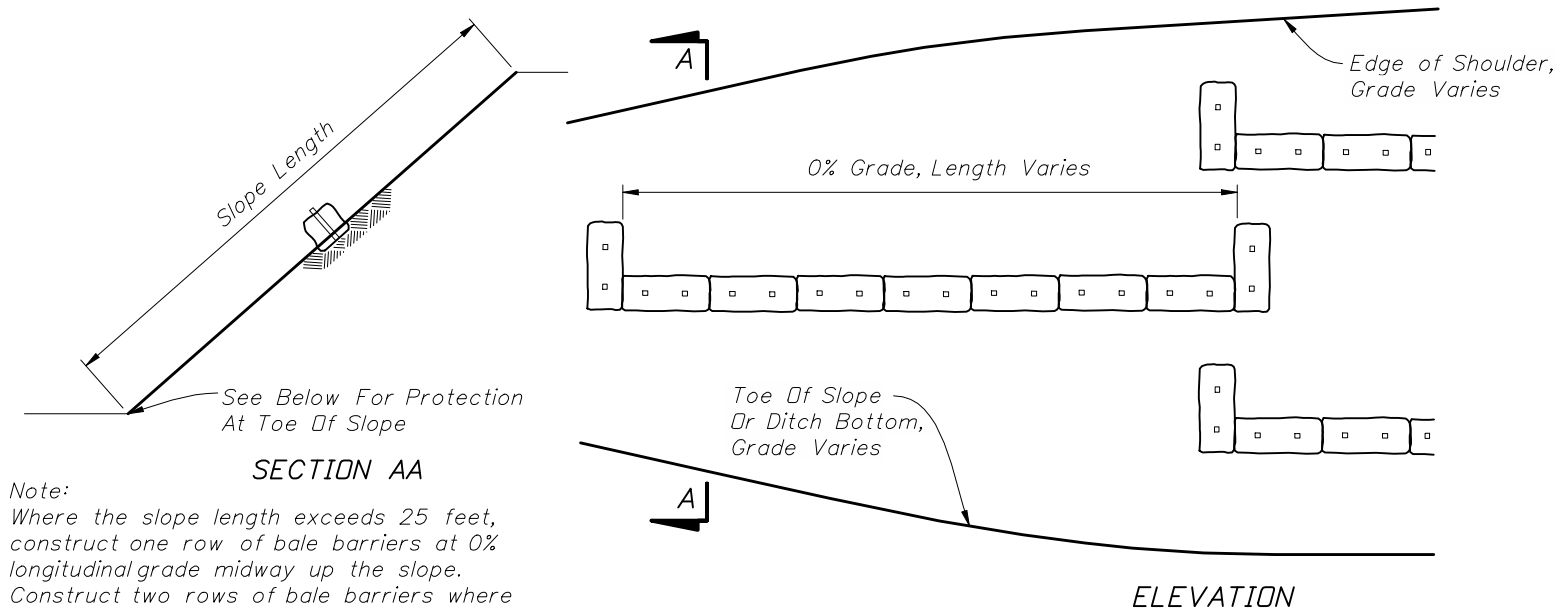
2010 FDOT Design Standards

TEMPORARY EROSION AND SEDIMENT CONTROL

Last Revision	Sheet No.
07/01/07	1 of 3
Index No.	
102	



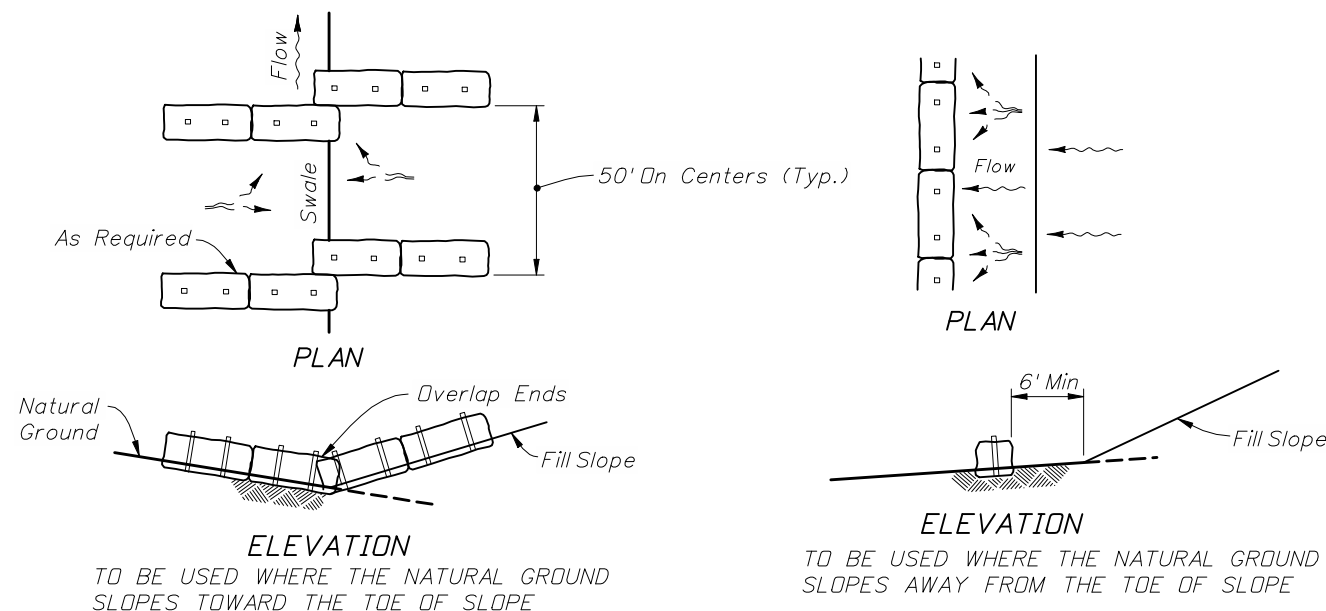
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



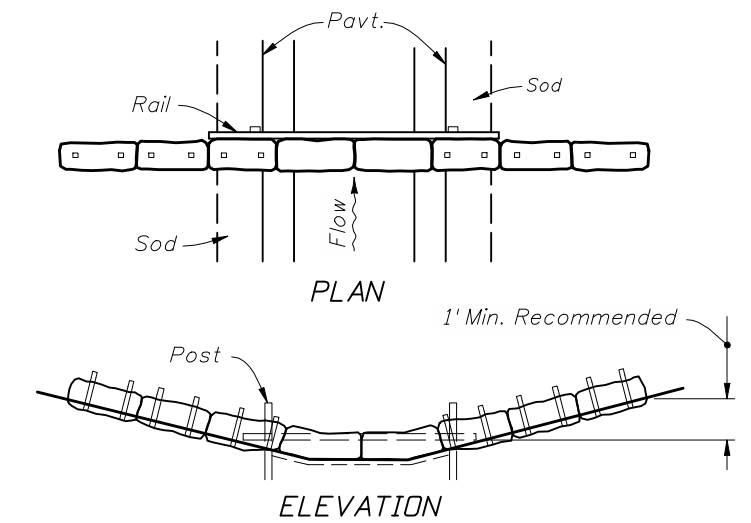
Note:
Where the slope length exceeds 25 feet,
construct one row of bale barriers at 0%
longitudinal grade midway up the slope.
Construct two rows of bale barriers where
the slope length exceeds 50 feet.

SECTION AA

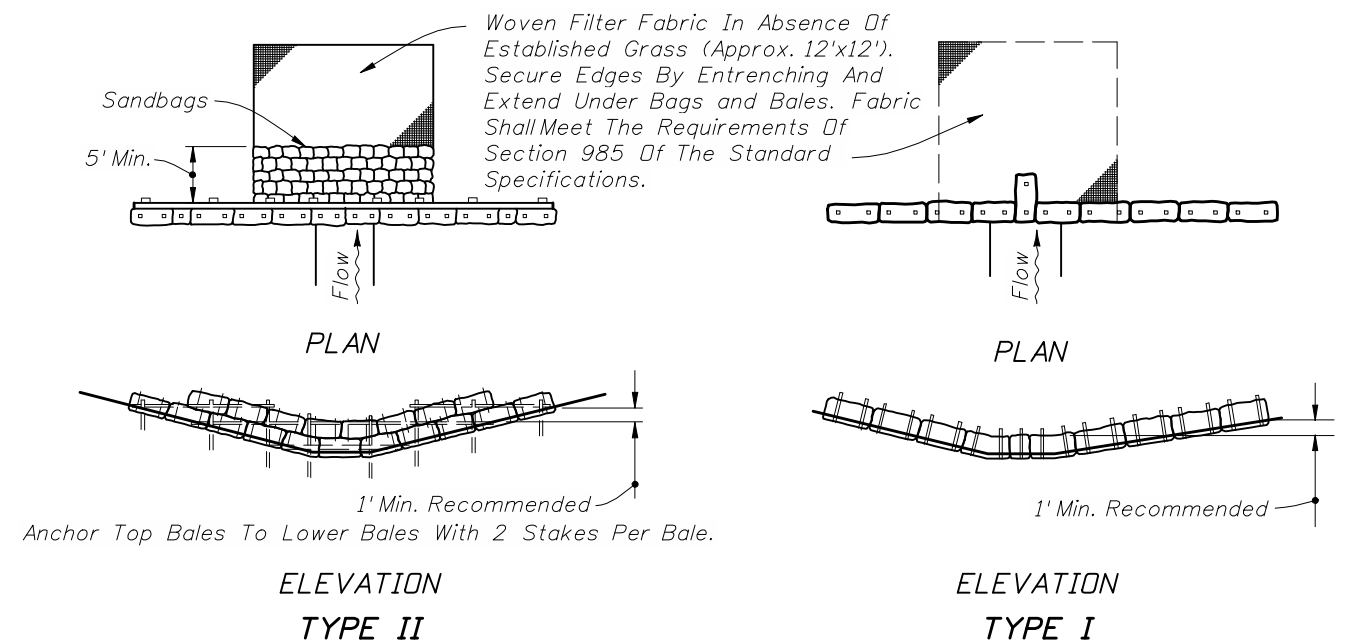
ALONG FILL SLOPE



AT TOE OF SLOPE BARRIERS FOR FILL SLOPES



SYNTHETIC BALES OR BALE TYPE BARRIERS FOR PAVED DITCHES



SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

1. Type I and II Synthetic Barrier should be spaced in accordance with Chart 1, Sheet 1.
2. Bales shall be anchored with 2-1" x 2" (or 1" dia.) x 4' wood stakes. Stakes of other material or shape providing equivalent strength may be used if approved by the Engineer. Stakes other than wood shall be removed upon completion of the project.
3. Rails and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales shall be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. The unit price shall include the cost of filter fabric for Type I and II Barriers. Sandbags shall be paid for under the unit price for Sandbagging, CY. Rock bags to be paid for under the contract unit price for Rock Bags, EA.



2010 FDOT Design Standards

TEMPORARY EROSION AND SEDIMENT CONTROL

Last
Revision
07/01/09
Sheet No.
2 of 3
Index No.
102



Meeting Date: 9/18/2025

Agenda Item: 10-A

Report to Town Council

Topic: Second reading of Ordinance No. 2025-06 – Amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections.

Summary: First reading of proposed Ordinance 2025-06 was approved by the Town Council on August 21, 2025. The proposed ordinance has been drafted at the direction of the Town Council and upon recommendation of the Town Attorney. The proposed amendments clarify the purpose and intent of the Town's Rental Property Maintenance Program in the interest of protecting public health, safety, and welfare. The Planning Board recommended approval (4-1, Chair Carney dissenting) at its July 29, 2025 meeting. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Approval of proposed Ordinance 2025-06, amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the LUDC as prepared by the Town Attorney related to rental registrations and inspections.

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: Darren Lear, AICP, Planning & Development Director

Date: September 2, 2025

Subject: Ordinance 2025-06 - Amending Chapter 18 of the Code of Ordinances and Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections.

MEETING DATE: September 18, 2025

1 INTRODUCTION

2 At the direction of the Town Council and upon the recommendation of the Town Attorney, the
3 proposed ordinance amends sections of the Code of Ordinances and Land Use and Development
4 Code related to the Town's Rental Property Maintenance Program (RPP). The proposed
5 amendments clarify the purpose and intent of the program in the interest of protecting public
6 health, safety and welfare. The ordinance is intended to ensure all rental properties in Ponce Inlet
7 comply with the same building, fire and property maintenance codes that apply broadly to all
8 structures and properties. The ordinance further clarifies that the Town's rental registration and
9 inspection program applies uniformly to both residential and nonresidential properties, regardless
10 of tenancy type or duration, and does not regulate the landlord-tenant relationship. This ordinance
11 outlines a structured and enforceable process for annual inspections, registration and compliance,
12 and establishes the basis for the collection of rental permit and inspection fees. This ordinance was
13 recommended for approval by the Planning Board. First reading of this ordinance was approved
14 by Town Council on August 21, 2025.

15 BACKGROUND

16 On April 5, 2024, a code enforcement case was initiated against the owners of a single-family
17 residential property for operating a rental dwelling without the required permit. During the
18 "Citizens' Participation" segment of the regular Town Council meeting held on April 18, 2024,
19 one of the owners expressed his concerns regarding the Town's rental policies, specifically
20 addressing the fee structure for long-term versus short-term rentals.
21
22

On May 31, 2024, the owners were issued a code enforcement Notice of Violation (NOV) with a compliance deadline of June 14, 2024. Prior to the scheduled Code Enforcement Board meeting on July 22, 2024, written objections and legal arguments challenging the NOV were submitted by the property owners, citing potential preemption under Chapter 83, Part II of the Florida Statutes which relates to the landlord-tenant relationship and residential tenancies. After reviewing the materials, the Town's Code Enforcement Attorney determined that the issues raised merited further legal clarification. As a result, he recommended seeking an opinion from the Florida Attorney General, and the Town elected to withdraw the code case at that time. The Town subsequently suspended its RPP for long-term rentals pending the identification of a suitable resolution.

On August 22, 2024, the Town Council authorized the Town Attorney to request a legal opinion from the Florida Attorney General regarding the issue. The formal request (**Attachment 1**) was submitted to the Attorney General's Office in October 2024.

In January 2025, the Town received a response from the Attorney General (**Attachment 2**) declining to provide a formal opinion on this matter. Town Council then directed the Town Attorney to move forward with recommended code amendments pursuant to Attorney Smith's memo (**Attachment 3**) at the regularly scheduled meeting on May 15, 2025.

On July 29, 2025, the Planning Board reviewed the section of the ordinance amending the LUDC. The Board recommended approval of these amendments by a vote of 4-1 (Carney dissenting). The draft minutes from the Board meeting are provided as (**Attachment 4**).

DISCUSSION

The history of the Town's RPP and the proposed amendments recommended by the Town Attorney are discussed further below.

History of the RPP

In September 2003, the Town of Ponce Inlet took a significant step toward enhancing public safety, preserving neighborhood integrity and improving the quality of rental housing by adopting an RPP. The initiative was developed in response to growing concerns regarding the condition and oversight of rental properties within the community. These concerns included issues related to property maintenance, overcrowding and a lack of clear accountability for rental units.

The RPP grew out of the Ponce Inlet community-wide visioning process in 2002 that was aimed at shaping the Town's long-term development goals. As part of that effort, a questionnaire was distributed to residents to identify the values and priorities most important to the community. One such value was to...

"Update and consistently apply all code enforcement policies. Specific policies must be developed and enforced that ensure that Ponce Inlet will not become a rental community characterized by a high turnover in residential areas."

The RPP established a framework requiring all residential rental properties to obtain an annual permit from the Town. As part of the permitting process, property owners were required to submit

69 basic information about their rental units and agree to periodic inspections to ensure compliance
70 with minimum housing and safety standards. The goal was to create a proactive approach to code
71 enforcement, one that emphasized education, accountability, and the long-term preservation of
72 both the housing stock and community character.

73
74 Since its implementation, the RPP has served as an important tool for promoting safe and well-
75 maintained rental housing, while reinforcing the Town's commitment to high standards of
76 community living.

77 Proposed Amendments

78 In accordance with Town Council's direction, the proposed amendments to the Code of
79 Ordinances and LUDC have been drafted by the Town Attorney to more precisely articulate the
80 procedures, requirements and regulatory framework applicable to rental properties. These
81 amendments are intended to remove the parts of the regulations that could potentially be found in
82 conflict with Florida Statutes while preserving the portions relevant to the Town's RPP.
83

84 The amendments are related to the following:

- 85 • Revising "Scope and applicability," "Intent," and "Inspections" sections of Chapter 18 of
86 the Code of Ordinances;
- 87 • Removal of LUDC Section 3.18.4 "General regulations";
- 88 • Revising the description of how the rental permit and inspection fees are calculated, and
89 adding a requirement that a permit be filed before rentals commence in LUDC Section
90 3.18.5 "Fees and application schedule";
- 91 • Removal of LUDC Section 3.18.7 "Annual reporting requirements";
- 92 • Revising information required for applications in LUDC Section 10.1.10. "Rental permit
93 applications".

94 **RECOMMENDATION**

95 Staff recommends approval of Ordinance 2025-06, amending Chapter 18 of the Code of
96 Ordinances and Articles 3 and 10 of the LUDC as prepared by the Town Attorney related to rental
97 registrations and inspections.
98
99

100 Attachments:

- 101 1. Request from Town Attorney to Attorney General
- 102 2. Attorney General response
- 103 3. Town Attorney memo with suggested amendments
- 104 4. Draft minutes from July 29, 2025, Planning Board meeting

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WHEREAS, the Town of Ponce Inlet is charged with the responsibility of enforcing building construction and safety codes, including but not limited to, the Florida Building Code and the Florida Fire Prevention Code; and

WHEREAS, pursuant to Section 3.18 of the Town of Ponce Inlet Land Use and Development Code, the Town requires rental permits for the rental of dwellings; and

WHEREAS, the Town Council finds that when not properly maintained, structures intended for human habitation eventually become substandard with respect to such issues as weatherproofing, proper operation of fixtures, and structural stability; and

WHEREAS, the Town Council finds that when structures fall into a significant state of disrepair such structures can constitute a threat to the health, safety, and welfare of the structure's residents, employees, or invitees; and

WHEREAS, the Town has accordingly adopted ordinances establishing procedures for registration and periodic inspection of rental properties; and

WHEREAS, the Florida Legislature approved legislation in 2023 preempting local governments from regulating any matter covered in Chapter 83, Part II of the Florida Statutes which relates to the landlord-tenant relationship and residential tenancies; and

WHEREAS, Chapter 83, Part II does not regulate or require registration or inspection of rental properties and, therefore, does not preempt such programs; and

WHEREAS, Section 509.032 F.S., preempts to the State the regulation of public lodging establishments; however, said statute expressly preserves the authority of local governments to conduct inspections of public lodging establishments for compliance with the Florida Building Code and Fire Prevention Code; and

WHEREAS, the Town's rental registration program applies to all rental properties regardless of type of tenancy or duration; and

40 **WHEREAS**, the Town Council finds that adoption of this Ordinance will protect and
41 promote the public health, safety, and welfare; and

42 **WHEREAS**, underlined words constitute additions to the original text of the Code of
43 Ordinances, ~~striketrough~~ constitutes deletions from the original text of the Code of Ordinances,
44 and asterisks (***) indicate a portion of the original text of the Code of Ordinances not reprinted
45 here because it is intended to remain unchanged.

46 **NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Ponce
47 Inlet, Florida, as follows:

48 **SECTION 1. Legislative Findings.** The recitals set forth above are hereby adopted as
49 legislative findings of the Town of Ponce Inlet.

50 **SECTION 2. Amendment of Code of Ordinances.** Chapter 18, Article VIII of the Code
51 of Ordinances of the Town of Ponce Inlet, Florida, is hereby amended as follows:

52
53 **Article VIII. - Rental Property Maintenance Program**

54 **Sec. 18-211. Scope and applicability.**

55 This article creates a registration and inspection program for~~The provisions of this article~~
56 ~~shall apply to~~ all existing and newly constructed residential and nonresidential structures and
57 premises that are held out or offered for rent or lease regardless of whether such property has a
58 current tenant~~being leased or rented or offered for lease or rent within the town~~; all owners and
59 occupants of such structures and premises and all property managers and rental agents for such
60 structures and premises shall be subject to this article. The purpose of the registration and
61 inspection program is to ensure properties that are held out for rent to tenants comply with
62 applicable building and life safety codes that apply broadly to properties and structures regardless
63 of rental status. While through this article the town does provide for inspections of property held
64 out for rent or lease to be inspected on a regular basis, the Town has not adopted and does not
65 enforce maintenance standards that are specific to rental properties, and all maintenance codes
66 applied are general in nature and are applicable equally to owner-occupied structures. The town
67 recognizes that the State has expressly preempted local governments in the regulation of
68 “residential tenancies, the landlord tenant relationship, and all other matters regulated by [Chapter
69 83, Part II, Florida Statutes].” The Town also recognizes that Chapter 83, Part II, Florida Statutes,
70 does not regulate or create standards for the maintenance or inspection of rental properties.

71 **Sec. 18-212. - Intent.**

72 This article is intended to provide for the regular and systematic inspection of rental properties
73 to ensure that they meet minimum standards for the public health, safety, and welfare. This article
74 pertains only to the registration and inspection of properties and does not nor is it intended to
75 regulate residential tenancies or the landlord-tenant relationship.

76 **Sec. 18-213. Inspections.**

77 All inspections shall be performed according to applicable building, housing, health, and
78 property maintenance codes for which the town is responsible for enforcement. Existing structures
79 and premises that do not comply with applicable provisions of these codes shall be required to be
80 brought into compliance. Inspections shall be performed as follows:

- 81 (a) The code compliance manager or designee shall establish a uniform schedule of
82 inspections of rental properties in a manner consistent with the following parameters:
- 83 (1) All rental properties shall be inspected on an annual basis, subject to availability of
84 departmental resources and the number of properties requiring inspection;
 - 85 (2) The town shall not take any enforcement action for failure to obtain an annual
86 inspection if such failure is a result of the unavailability of town resources to
87 conduct an annual inspection;
 - 88 (3) At any time, the tenant with lawful possession of an occupied property may request
89 and allow an inspection of such property pursuant to this article; such inspections
90 shall be conducted as expediently as possible based upon the gravity of the
91 complained-of conditions and available resources;
 - 92 (4) The town may require inspections of a property more frequently than annually if
93 the code compliance manager or designee identifies and documents serious threats
94 to the health, safety or welfare of the public and/or occupants of such property;
 - 95 (5) The town may require inspections of a property more frequently than annually if
96 three or more violations of the International Property Maintenance Code, as adopted
97 by the town, or Article XI of this Code of Ordinances are observed and documented
98 by the code compliance manager or designee during any inspection;
 - 99 (6) The town may require inspection of a property more frequently than annually in
100 order to address well-founded, non-anonymous complaints related to building
101 maintenance issues received by the town from the public;
 - 102 (7) When inspections are required more frequently than annually, the code compliance
103 manager or designee shall determine the frequency of necessary inspections based
104 upon the severity of the conditions observed and the actions necessary to cure such
105 conditions; once said conditions are cured, the required inspection period shall
106 return to annual;
 - 107 (8) When inspections are required more frequently than annually, the code compliance
108 manager or designee shall provide written notice to the owner and occupant of the
109 property of the requirement for more frequent inspections and shall include in such
110 notice the reasons for more frequent inspections; and
 - 111 (9) The determination by the code compliance manager or designee that a property
112 requires inspections more frequently than annually may be appealed to the town
113 council upon a written request stating the basis of the appeal mailed or hand-
114 delivered to the attention of the town clerk; in order for such appeal to be timely it
115 must be received by the town within 20 calendar days of the date the code

compliance manager or designee issues written notice of the requirement for more frequent inspections.

(10) The code compliance manager or designee shall use reasonable efforts to coordinate inspections with the owner and, if an occupied property, the tenant; however, either the owner or tenant of a property is authorized to allow entry of the code compliance manager to perform an inspection;

(11) In the event the code compliance manager or designee is unable to coordinate an inspection as set forth above, the code compliance manager shall issue a notice to the property owner and, if an occupied property, the tenant providing a reasonable time within which an inspection must be scheduled; if no inspection is scheduled within the time allowed, the code compliance manager or designee may initiate a code enforcement case related to the failure to allow an inspection pursuant to this article;

(b) Residential rental dwelling units subject to periodic inspection for compliance with state or federal housing standards shall be exempt from the periodic inspection provisions of this article; in order to claim this exemption, the property owner must provide the town with a copy of each current state and/or federal certificate of inspection; notwithstanding this exemption related to routine periodic inspections, nothing herein shall prohibit the town from requiring an inspection based on a well-founded, non-anonymous complaint or upon the inspector's own lawful observation of conditions that establish probable cause of a violation of any applicable safety or maintenance code;

(c) Properties upon which no habitable structure exists shall be exempt from the provisions of this article;

(d) Nothing in this article shall be interpreted to authorize the town to enter a property for the purpose of conducting an inspection without obtaining consent for such entry from a person having lawful possession and control of the premises or, otherwise obtaining a warrant for an administrative inspection.

(e) Nothing in this article shall be interpreted to authorize the town to regulate or conduct inspections where authority for such activities has been preempted to the State.

Sec. 18-214. Enforcement.

(a) The special magistrate shall have jurisdiction to hear and decide cases related to the enforcement of the provisions of this article, and any person, firm, corporation, or agent determined to be in violation shall be subject to all penalties and remedies available to the special magistrate as provided by law.

(b) In addition to code enforcement proceedings, the town may institute any other available legal action or proceeding to enforce the provisions of this article.

Sec. 18-215. Violations related to act or omission of tenant.

If a notice of violation arises due to acts or omissions of a tenant, and the tenant fails to make the necessary correction, the property owner or agent shall remain responsible for curing such conditions; provided, however, no enforcement action shall be taken against a property owner or agent by the town for failure to remedy a condition caused by a tenant when the tenancy is the

subject of a bona fide eviction proceeding against the tenant; the owner or agent of the property which is the subject of an eviction shall be responsible for providing the town with proof of the bona fide eviction proceeding.

Sec. 18-216. Fees.

Inspection fees related to the requirements of this article shall be as established by resolution of the council. The fee shall be calculated based on the expected cost to the town of conducting the inspection program and may include the cost of town staff and resources assigned to the inspection program.

SECTION 3. Amendment of Land Use and Development Code. Article 3, Section 3.18 and Article 10, Section 10.1 of the Land Use and Development Code for the Town of Ponce Inlet, Florida, are hereby amended as follows:

Section 3.18. - Dwelling Rentals

3.18.1 - Applicability.

A. Definitions.

Dwelling, rental. A residential building leased by its owner to one or more tenants for their use and occupancy on a temporary basis.

Rental, rent, rented, or renting. Includes the arranging of, contracting or advertising for, or the making available of the use of a dwelling unit for a finite period of time for any legal consideration. A rental arrangement is evidenced by the existence of a financial, business, barter, or employee/employer relationship between the legal or equitable owner of a dwelling unit and temporary occupant(s). Rental does not include the use of a dwelling unit by family members, friends or house-sitters, unless legal consideration is provided to the owner or usual occupant.

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

3.18.2 - Applicability.

Rental of a dwelling is prohibited unless the owner of a rented dwelling holds a rental permit and fully satisfies all other requirements of this code. A rental permit allows the rental of a dwelling consistent with the requirements of this section.

3.18.3 - Rental permit application process.

A. A rental permit application is filed with the director, and must include the information required by article 10.

B. Within five business days, the director shall:

1. Issue the rental permit if it complies with this section, or
2. Return the application as incomplete if it does not include the required information, or

3. Deny the application if it does not comply with this section.

3.18.4 –~~General regulations~~ RESERVED.

~~The following regulations shall pertain to the rental of dwellings:~~

- ~~A. A contact person must be available 24 hours per day, seven days per week to respond to complaints regarding the conduct of the occupants of the subject dwelling.~~
- ~~B. Occupancy of individual units shall conform to the occupancy limits of all applicable building codes.~~
- ~~C. The owner or manager shall maintain a tenant and vehicle registration that includes the name and address of each unit's tenant and the make, year and tag number of the tenant's vehicle.~~
- ~~D. There shall be a written lease between the owner and tenant and that includes an explicit statement that the tenant agrees to follow these regulations.~~
- ~~E. Violation of these provisions may result in revocation of the rental permit for cause, upon notice and opportunity to be heard by the town council and subject to prosecution before the special magistrate, and any other penalties, as provided for in section 3.18.6 below.~~
- ~~F. The rental permit application shall be filed with the town prior to rental of the subject property.~~

3.18.5 - Fees and application schedule.

A. A person or entity who is applying for or holds a rental permit shall pay an annual rental permit fee in an amount as established from time to time by resolution of the town council upon the filing of the rental permit application.

~~B. Fee revenues raised under this section shall fund a position in the code enforcement department of the town, and provide enforcement and processing personnel as needed and investigative services. The officer holding this position shall enforce this section.~~

The fee shall be calculated based on the expected cost to the town of conducting the rental permit program and may include the cost of town staff and resources assigned to the rental permit program.

C. All holders of a rental permit who continue to rent the subject dwelling shall submit a renewal application containing all the information required for the original rental permit application and pay the required rental permit fee by no later than October 1 of each year, or shall be subject to a late fee to be established by the resolution of the town council.

D. The rental permit application shall be filed with the town prior to rental of the subject property.

3.18.6 - Enforcement and penalties.

A. A violation of this section is punishable by a fine per day, per unit and per violation in accordance with Florida law commensurate with F.S. ch. 162.

B. The town council may revoke any rental permit for cause, upon notice and opportunity to be heard by the town council.

230 **3.18.7 –Annual reporting requirements RESERVED.**

231 ~~A. Annual summary report.~~

- 232 1. ~~An annual summary report must be filed by:~~
- 233 2. ~~All licensed real estate agents, brokers, agents or other parties who represent an owner~~
- 234 ~~of a property rented at any time during a calendar year; and~~
- 235 3. ~~All owners of dwellings rented at any time during a calendar year.~~
- 236 4. ~~The summary report is due by February 1 of each year.~~
- 237 5. ~~The report shall reflect the rental activities of all subject dwellings within the town for~~
- 238 ~~the previous calendar year. This report shall include, at a minimum, the address of~~
- 239 ~~subject property and length of rental period per tenant.~~
- 240 6. ~~The town shall maintain a third party rental summary report form and make it available~~
- 241 ~~to the public upon request.~~
- 242 7. ~~Violation of this requirement subjects violators to prosecution before the special~~
- 243 ~~magistrate and other penalties in section 3.18.6.~~

244 ~~B. Record keeping.~~

- 245 1. ~~Annual record keeping is required for any of the entities listed in subsection 3.18.7.A~~
- 246 ~~above.~~
- 247 2. ~~These entities shall maintain records indicating:~~
- 248 a. ~~The name and address of each tenant during this period;~~
- 249 b. ~~Each tenant's vehicle registration, which shall include the make, year and tag~~
- 250 ~~number of the tenant's vehicle; and~~
- 251 c. ~~The written lease between the owner and tenant for inspection by the code~~
- 252 ~~enforcement officer upon request.~~

253 * * *

254 **Section 10.1 - Submittal Requirements.**

255 * * *

256 **10.1.10 - Rental permit applications.**

257 A rental permit application must include the following information:

- 258 A. The complete street address ~~and parcel number~~ of the property;
- 259 B. ~~Proof of ownership, including t~~The name, mailing address, e-mail address, and telephone
- 260 ~~number of each person or entity with an ownership interest in the property;~~
- 261 C. The gross square footage of the dwelling, including the number of rooms, bedrooms, kitchens,
- 262 and on-site parking spaces attributable to the rental;
- 263 ~~D. A valid and current federal employer tax identification number or Social Security number for~~
- 264 ~~the property owner(s);~~

~~ED.~~ The name, mailing address, e-mail address and ~~24-hour~~ phone number of the rental property manager, if applicable;

~~FE.~~ The signatures of all ~~an~~ owner or authorized agents ~~or authorized property managers~~;

~~GF.~~ For short-term rentals (renting less than four consecutive weeks), a current, approved inspection report from the fire marshal in accordance with Chapter 69A-43 of the Uniform Fire Safety Standards for Transient Public Lodging Establishments, Timeshares and Timeshare Unit Facilities; and

~~HG.~~ For short-term rentals and long-term rentals of six months or less, a valid and current Florida Department of Revenue sales tax identification number under F.S. ch. 212, and a valid and current license under F.S. ch. 509.

SECTION 4. 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 5. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 6. 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 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Upon motion duly made by Councilmember Villanella and seconded by Councilmember White that said Ordinance was approved and passed upon 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 21st day of August, 2025.

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 _____

Approved and adopted on second reading this _____ day of _____, 2025.

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST

Kim Cherbano, CMC
Town Clerk

Attachment 1

October 8, 2024

Hon. Ashley Moody
Attorney General
Department of Legal Affairs
The Capitol
Tallahassee, FL 32399-1050

***RE: Application of Preemption of Local Government Regulations Set Forth in
§ 83.425, Florida Statutes***

Dear Ms. Moody:

The Town of Ponce Inlet has authorized our office to seek a formal opinion as to the following questions:

- 1) Whether the preemption language in § 83.425, *Florida Statutes*, applies to the Town's rental property registration, permitting, and inspection program broadly?**
- 2) Whether said preemption language applies to specific requirements contained within the broader rental registration, permitting, and inspection program?**
- 3) Does the preemption language apply to both long-term rentals and short-term rentals?**

FACTS

The Town of Ponce Inlet, like several other Florida municipalities, has found that rental properties are more frequently deficient in property maintenance than owner-occupied properties. In January 2022, the Town Council adopted Ordinance 2022-03 (attached as Exhibit "A"), which created Chapter 18, Article VIII, of the Code of Ordinances to establish a Rental Property Maintenance Program. As stated in the Ordinance's "Intent" section, "[the program] is intended to provide for the regular and systematic inspection of rental properties to ensure that they meet minimum standards for the public, health, safety, and welfare."¹ Neither this Ordinance nor the broader Code of Ordinances create any special maintenance requirements that are unique or particular to rental properties. The "minimum standards" discussed refer to the basic property maintenance provisions adopted and incorporated by the Town that are applicable to all properties.

Article VIII of the Code of Ordinances operates in tandem with sec. 3.18 of the Town's Land Use and Development Code (attached as Exhibit "B"), which prohibits the rental of a dwelling unless "the owner of a rented dwelling holds a rental permit and fully satisfies all other requirements of [the] code."² The Town utilizes the permitting program to work with rental property owners to conduct periodic inspections of rental properties for the purpose of ensuring

¹ Town of Ponce Inlet, Fla., Code of Ordinances sec. 18-212. The program applies to all rentals regardless of whether long-term or short-term.

² Town of Ponce Inlet, Fla., Land Use and Development Code sec. 3.18.2.

compliance with minimum property maintenance and safety standards and addressing deficiencies before they get worse.³

In 2023, the Florida Legislature voted to approve CS/HB 1417. As set forth in the Final Bill Analysis of CS/HB 1417, “Part II of Chapter 83, F.S., known as the ‘Florida Residential Landlord and Tenant Act’ governs residential tenancies and the landlord-tenant relationship.” § 83.425, *Florida Statutes*, now provides:

The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state. This section supersedes any local government regulations on matters covered under this part, including, but not limited to, the screening process used by a landlord in approving in approving tenancies; security deposits; rental agreement applications and fees associated with such applications; terms and conditions of rental agreements; the rights and responsibilities of the landlord and tenant; disclosures concerning the premise, the dwelling unit, the rental agreement, or the rights and responsibilities of the landlord and tenant; fees charged by the landlord; or notice requirements.

In a recent case before the Town’s Code Enforcement Board, a respondent⁴ asserted that the Town of Ponce Inlet’s rental registration and inspection program has been preempted by § 83.425, *Florida Statutes*. As a result, the Town withdrew its prosecution of the respondent’s pending code enforcement case and has temporarily paused further enforcement of its rental registration, permitting, and inspection program while it investigates the arguments raised regarding preemption. While portions of § 83.425, *Florida Statutes*, are very precise and clear, other portions leave substantial room for interpretation. Given the significance of the question to the Town and other Florida local governments that have adopted similar ordinances and considering the Legislature’s active efforts to discourage local governments from testing the bounds of preemption, the Town Council requests guidance from the Attorney General on these questions.

ANALYSIS

Question 1. Whether the preemption language in § 83.425, *Florida Statutes*, applies to the Town’s rental property registration, permitting, and inspection program broadly?

§ 83.425, *Florida Statutes*, specifically states that it supersedes local government regulations related to: tenant screening, security deposits, rental agreement applications and application fees, terms and conditions of rental agreements, the rights and responsibilities of the landlord and tenant, disclosures to the tenant, fees charged by the landlord, and notice

³ Sec. 3.18, LUDC, also contains provisions beyond the obtaining of a permit. As reflected in the questions asked, it is possible individual requirements may be individually preempted even if the broad registration, permitting, inspection program is not.

⁴ While the respondent appeared in his private capacity before the Code Enforcement Board, the respondent is a sitting member of the judiciary in his public and professional capacity.

requirements. While none of these items touch on rental unit registration, permitting, or inspection, the language of the statute suggests that the list of preempted actions is non-exhaustive.⁵ This makes the reading of the first sentence of the statute critical to the analysis: “The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state.”

Regulation of Residential Tenancies

Here, neither the permitting requirements of sec. 3.18 of the LUDC nor the inspection program created by Chapter 18, Article VIII of the Town Code of Ordinances regulate the relationship between landlord and tenant.⁶ The first question thus becomes whether the Town’s rental unit registration, permitting, and inspection programs regulate “residential tenancies” in violation of the preemptive language set forth in § 83.425, *Florida Statutes*.

Chapter 83 provides no definition for “residential tenancies”, but Black’s Law Dictionary defines “tenancy” as: (1) the possession or occupancy of land by right or title, esp. under a lease; leasehold interest in real estate; or (2) the period of such possession or occupancy. Given this definition, the Legislature’s use of the term “residential tenancies” in this context appears to mean regulation of the rights created between landlord and tenant by the rental agreement. Broadening the interpretation of “the regulation of residential tenancies” to mean all matters related to a property that happens to be held out for rent would create an argument that local governments are effectively preempted from regulating residential rental properties in any capacity. Indeed, this expanded interpretation would imply that the mere existence of a residential tenancy would serve as a complete defense against any local code enforcement case related to the property. For example, even in cases where code violations are unrelated to the rental status—such as failure to mow the grass—a respondent could argue that such local regulations do not apply because that property is subject to a residential tenancy. This was not the intent of the Legislature and, while the language perhaps could have been more clear, it is not the language the Legislature used.

Based on the preceding logic, until there is a tenant occupying a residential unit pursuant to a rental agreement, the preemption language within Part II of Chapter 83 is not yet triggered. Accordingly, ordinances that subject rental properties to inspection and require property owners to obtain a permit *prior* to being rented would not fall under the preemption.

All Other Matters Covered Under Ch. 83, Part II

Even when residential rental properties are occupied by a tenant pursuant to a rental agreement between a landlord and tenant, the Town’s rental unit registration, permitting, and inspection requirements are not preempted because, pursuant to § 83.51(1), *Florida Statutes*, landlords must “[c]omply with the requirements of applicable building, housing, and health codes” at all times throughout the tenancy. Part II of Chapter 83 defines “building, housing, and health codes” to mean “any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.”⁷ As previously noted, the Town’s inspection program is specifically intended to ensure that rental properties meet minimum safety and maintenance standards for the public, health, safety, and welfare, and the permitting requirement is the vehicle

⁵ § 83.425, F.S., states that the actions preempted “includ[e], but are not limited to,” those actions specifically named.

⁶ The permitting requirements runs only to the relationship between property owner and Town.

⁷ § 83.43(3), F.S.

the Town uses to gather information so inspections can be conducted. Since the Legislature has expressly granted local governments the authority to regulate matters related to health, safety, sanitation, and the fitness for habitation of rental properties, and the Town's rental unit registration, permitting, and inspection requirements do not conflict with any other subject matter specifically legislated in Chapter 83, Part II, *Florida Statutes*,⁸ such requirements are a permissive use of the Town's authority.

In sum, requiring a property owner to register and obtain a permit from the Town prior to renting the property to a tenant does not impact the relationship between the landlord and the tenant or touch upon the rights of the landlord and tenant between each other, nor does it touch upon any subject matter specifically regulated in Chapter 83, *Florida Statutes*. Similarly, the inspection of properties to ensure compliance with those minimum maintenance standards that are generally applicable to all properties does not touch upon the relationship of landlord and tenant, the rights created between landlord and tenant, or anything specifically regulated in Chapter 83, *Florida Statutes*. Accordingly, it is our opinion that the preemption language of § 83.425, *Florida Statutes*, does not prohibit the Town from enforcing its permitting and registration requirement for rentals or its rental inspection program.

Question 2. Does said preemption language apply to specific requirements contained within the broader rental registration, permitting, and inspection program?

The Town recognizes that some specific portions of sec. 3.18, LUDC, other than the registration requirement itself, may be closer to the preemption intent. For example, sec. 3.18.4, provides:

3.18.4 - General regulations.

The following regulations shall pertain to the rental of dwellings:

- A. A contact person must be available 24 hours per day, seven days per week to respond to complaints regarding the conduct of the occupants of the subject dwelling.
- B. Occupancy of individual units shall conform to the occupancy limits of all applicable building codes.
- C. The owner or manager shall maintain a tenant and vehicle registration that includes the name and address of each unit's tenant and the make, year and tag number of the tenant's vehicle.
- D. There shall be a written lease between the owner and tenant and that includes an explicit statement that the tenant agrees to follow these regulations.
- E. Violation of these provisions may result in revocation of the rental permit for cause, upon notice and opportunity to be heard by the town council and subject to prosecution before the code

⁸ Chapter 83, Part II, does not speak to registration, permitting, or maintenance inspections.

enforcement board, and any other penalties, as provided for in section 3.18.6 below.

- F. The rental permit application shall be filed with the town prior to rental of the subject property.

Subsections B and F, above, appear unrelated to the preemption categories and likely remain enforceable.⁹ Subsections A and C, however, may be fairly argued to modify the rights and responsibilities of landlord and tenant. While, from the Town's perspective, these requirements are really about the relationship between the property owner and the Town,¹⁰ as currently worded, the Town recognizes these two subsections may come close to preempted conduct. Enforcement of Subsection D, which requires a written lease and specific term within the lease, appears to be preempted by § 83.425, *Florida Statutes*. Finally, Subsection E is not on its face preempted but, of course, would be to the extent any revocation was sought as a result of failure to comply with any other provision that is preempted. Thus, while three subsections of sec. 3.18.4, LUDC, may be construed as preempted by § 83.425, *Florida Statutes*, there are portions of the permitting, registration, and inspection program that remain enforceable.

Question 3. Does the preemption language apply to both long-term rentals and short-term rentals?

Notably, when the respondent presented his arguments as to preemption to the Town's Code Enforcement Board, he distinguished long-term rentals from short-term rentals with regard to the effect of preemption. At the time of the hearing, Senate Bill 280, which specifically confirmed local governments' rights to require registration of short-term rentals, had not yet been vetoed. While our office is not aware of anything excepting short-term rentals from Chapter 83, Part II,¹¹ if local regulations that apply exclusively to short-term rentals are outside the scope of the preemption language within § 83.425, *Florida Statutes*, the Town could tailor its rental registration, permitting, and inspection program to address the specific issue intended for regulation—namely, the secondary impacts of short-term rentals—while explicitly excluding its application to long-term rentals. In our opinion, though, without express language in the preemption statute distinguishing long-term rentals from short-term rentals, the preemption applies to both.

CONCLUSION

Based on the plain language of § 83.425, *Florida Statutes*, the Town's rental registration, permitting, and inspection program contained in sec. 3.18, LUDC, and Chapter 18, Article VIII, Town Code of Ordinances, does not appear to be wholly preempted. Some requirements of sec. 3.18.4, LUDC, may be preempted pursuant to § 83.425, *Florida Statutes*, and should either be

⁹ Subsection B is just a reiteration of the general occupancy requirements that would apply regardless of rental status. Subsection F goes to the property owner's rental permit application with the Town and is unrelated to the relationship between the landlord and tenant.

¹⁰ While the Maintenance Inspection Program applies to both long-term and short-term tenancies, these regulatory items are used more often for the short-term rentals in order to attempt to address the specific secondary impacts of short-term rentals.

¹¹ Short-term rentals are still residential tenancies.

removed or modified so as to not regulate within an area covered by the statutory preemption. Finally, while short-term rentals often generate much more legislative discussion, for purposes of Chapter 83, Part II, and its preemption language, short-term rentals are still residential tenancies subject to the same preemption as long-term rentals.

Respectfully yours,



D. Andrew Smith, III
Assistant Town Attorney

DAS/



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
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January 9, 2025

Cliff Shepard
Town Attorney
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Pkwy, Suite 100
Maitland, Florida 32751

D. Andrew Smith, III
Assistant Town Attorney
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2300 Maitland Center Pkwy, Suite 100
Maitland, Florida 32751

Dear Mr. Shepard and Mr. Smith,

On behalf of the Town of Ponce Inlet (the "Town"), you asked for an Attorney General opinion addressing certain questions relating to section 83.425, Florida Statutes, which provides as follows:

The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state. This section supersedes any local government regulations on matters covered under this part, including, but not limited to, the screening process used by a landlord in approving tenancies; security deposits; rental agreement applications and fees associated with such applications; terms and conditions of rental agreements; the rights and responsibilities of the landlord and tenant; disclosures concerning the premises, the dwelling unit, the rental agreement, or the rights and responsibilities of the landlord and tenant; fees charged by the landlord; or notice requirements.¹

In reference to this statute, you asked substantially the following questions:

1. Is the Town's rental property registration, permitting, and inspection program broadly superseded by state statute pursuant to the preemption provision contained in section 83.425?
2. Are specific provisions contained in the Town's rental property registration, permitting, and inspection program superseded by state statute pursuant to the preemption provision contained in section 83.425?

¹ § 83.425, Fla. Stat. (2024).

3. Does the preemption language in section 83.425 apply to both long-term rentals and short-term rentals?

Regarding your first two questions, this office declines to comment on your request that the office compare the Town's rental property ordinance requirements (generally and specifically) to the statutory provisions referenced in section 83.425 to determine which ordinance requirements, if any, may be superseded by statute. Alleged potential conflicts between state statutes and existing ordinances are best resolved, where necessary, through judicial determination.²

As to your third question, please submit a supplement to your memorandum of law defining what the Town intends in referring to a "short-term rental."

We will not act upon your request until you submit the requested information within 30 days of the date of this letter. If we do not receive the requested information by that date, we may consider the request withdrawn and close the file. This office typically responds to requests for opinions in the order in which we receive them. We endeavor to issue opinions as soon as possible. However, it is common for a response to be issued within three to six months. Please also be advised that there are many circumstances under which the Attorney General may exercise discretion to decline to issue an opinion. Should you have any questions about this office's policies concerning opinion requests, you may contact me at (850) 728-4662.

Sincerely,



Teresa L. Mussetto
Senior Assistant Attorney General

TLM/ tcc

² See, e.g., Ops. Att'y Gen. Fla. 2015-07 (2015) ("The Florida Attorney General's Office . . . does not comment on local legislation . . ."); 2008-58 (2008) ("[T]his office will not comment on . . . local codes or ordinances which may deal with these subjects."); 2007-50 (2007) ("No comment is expressed herein regarding the validity of the City of Clearwater's ordinance."); 93-16 (1993) ("This office . . . will not comment on local codes or ordinances."); 85-22 (1985) ("No comment is expressed herein regarding any municipal or county ordinance . . ."); 80-189 (1980) (reflecting that the power to declare an existing ordinance to be impliedly modified or repealed in whole or part is "exclusively a judicial prerogative").

Attachment 3

MEMORANDUM

TO: Town Council, Mayor, and Manager
FROM: Drew Smith, Assistant Town Attorney 
DATE: May 12, 2025
RE: **RENTAL REGISTRATION AND MAINTENANCE PROGRAM**

OVERVIEW OF TOWN CODE

In January 2022, the Town Council adopted Ordinance 2022-03 which created Chapter 18, Article VIII, of the Code of Ordinances to establish a rental property maintenance program. The program provides for the periodic inspection of rental properties to ensure that they meet minimum standards for the public, health, safety, and welfare. The rental inspection program includes both short-term and long-term rental properties and it does not regulate rental durations. The program is also applicable to both commercial and residential properties.¹ The Rental Property Maintenance Program does not impose any specific or additional maintenance requirements on rental property that would not be equally applicable to non-rental property; it simply creates a program for the regular inspection of rental properties to ensure their compliance with standard maintenance and safety codes. Chapter 18, Article VIII operates in conjunction with Section 3.18 of the Land Use and Development Code which requires a property owner to obtain a rental permit prior to renting a property. Section 3.18 contains provisions related to rental of dwellings originally adopted in Ordinance 2003-03. Much of that language predates the registration and inspection program as well as the State preemption language at issue, as described in the “Overview of the Issue” section, below. In the “Suggested Amendments” section, below, most of the deletions recommended are actually in Section 3.18 rather than the language of Section 18, Article VIII.

OVERVIEW OF THE ISSUE

In 2023, the Florida Legislature amended Chapter 83, Florida Statutes, to include preemption language related to residential tenancies:

The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state. This section supersedes any local government regulations on matters covered under this part, including, but not limited to, the screening process used by a landlord in approving in approving tenancies; security deposits; rental agreement applications and fees associated with such applications; terms and conditions of rental agreements; the rights and responsibilities of the landlord and tenant; disclosures

¹ The Code exempts properties that are required to have annual State inspections from the annual Town inspection. Many commercial properties qualify for this exemption but they are only exempted in order to avoid duplication of inspection.

concerning the premise, the dwelling unit, the rental agreement, or the rights and responsibilities of the landlord and tenant; fees charged by the landlord; or notice requirements.

In 2024, the respondent in a code enforcement case raised the argument that the 2023 State preemption language prohibits enforcement of rental registration ordinances such as the Town's to the extent they apply to long term residential leases. In order to give due regard to the arguments raised, the Town paused enforcement portions of the program while it sought an attorney general opinion on the question. Unfortunately, the Attorney General declined to issue an opinion and stated that the issue was one the courts were better suited to address. While the Attorney General demurred on the question, it is worthwhile to note she did not opine that the Town could not enforce its program. A "No Opinion" cuts both ways. The result is questions still linger regarding the application of the State's preemption language to rental registration and inspection programs.

During the legislative session, the Town's lobbyist explored the possibility of a legislative fix to the problematic portion of the State legislation, specifically, removal of the catch-all "including, but not limited to" language which invites arguments for preemption that we believe exceed the intent of the Statute. No traction was available this session for such work, though.

Now that the Town has explored and exhausted other options for obtaining greater clarity on the interaction of rental registration programs and the express preemption to the State of landlord-tenant relationship matters, the Town Council has requested this memo to provide a path forward in enforcing its rental property maintenance program in a manner that mitigates the potential for a successful preemption argument defense against enforcement.

ANALYSIS

It is worth noting, that the Town is by far not the only jurisdiction in the State with a Rental Registration Program. Many jurisdictions have adopted them in some form. Some jurisdictions focus just on vacation rentals while others, like the Town, include all property. Some focus on residential dwellings while others, like the Town, include all rental properties. I do not believe the legislature, when adopting the preemption language, had any thought about inspection registration programs. The legislature was reacting to local governments that had adopted rent control and similar regulations that imposed mandates on how landlords conducted their rentals. To this point, Section 83.425, Florida Statutes, specifically states that it supersedes local government regulations related to: *tenant screening, security deposits, rental agreement applications and application fees, terms and conditions of rental agreements, the rights and responsibilities of the landlord and tenant, disclosures to the tenant, fees charged by the landlord, and notice requirements*. All of these specific items are landlord-tenant relationship issues. None of the specifically named items have anything to do with property maintenance or inspection.

The problem and key issue is that the Legislature did not just rely on the list of specific items. They also added an "included but not limited to" catch-all. The Town's argument has been, however, and remains that the first sentence of the Statute which reads, "The regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part are preempted to the state," is still the controlling language which sets the context within which all of the statute must be interpreted. So, while there is the "including but not limited to" language,

it cannot extend beyond that initial boundary of “residential tenancies, the landlord-tenant relationship, and all other matters covered under this part [Chapter 83, Part II].”²

Property maintenance inspection rules have nothing to do with the relationship between landlord and tenant. Property maintenance inspection rules do not require landlords to put any terms in their leases nor do they restrict their ability to rent their property in any lawful manner they deem appropriate. Property maintenance inspection rules simply provide the mechanisms to conduct regular inspections to ensure the safety of welfare of tenants, guests, and surrounding property owners.

With this in mind, and given the Attorney General’s opinion that the courts are better positioned to answer this question, I suggest the Town resume enforcement after first making some modifications to its Code to ensure that there is much space as possible between the Town’s regulations and the preempted subject matter.

SUGGESTED AMENDMENTS

The first recommendations are to add to the scope and intent statements as follows to make clear that the Town is aware of and honoring the limits of its authority as established by that State preemption:

Sec. 18-211. Scope and applicability. This article creates a registration and inspection program for~~The provisions of this article shall apply to~~ all existing and newly constructed residential and nonresidential structures and premises that are held out or offered for rent or lease regardless of whether such property has a current tenant~~being leased or rented or offered for lease or rent within the town;~~ all owners and occupants of such structures and premises and all property managers and rental agents for such structures and premises shall be subject to this article. The purpose of the registration and inspection program is to ensure properties that are held out for rent to tenants comply with applicable codes and standards adopted by the Town regarding property maintenance that apply broadly to properties and structure regardless of rental status. While through this article the town does provide for inspections of property held out for rent or lease to be inspected on a regular basis, the Town has not adopted and does not enforce maintenance standards that are specific to rental properties, and all maintenance codes applied are general in nature and applicable equally to owner-occupied structures. The Town recognizes that the State has expressly preempted local governments in the regulation of “residential tenancies, the landlord tenant relationship, and all other matters regulated by [Chapter 83, Part II, Florida Statutes].” The Town also recognizes that Chapter 83, Part II, Florida Statutes, does not regulate or create standards for the maintenance or inspection of rental properties.

² Chapter 83, Part II does not deal with property maintenance; it only deals with the landlord tenant relationship.

Sec. 18-212. - Intent. This article is intended to provide for the regular and systematic inspection of rental properties to ensure that they meet minimum standards for the public health, safety, and welfare. This article pertains only to the registration and inspection of properties and does not nor is it intended to regulate residential tenancies or the landlord-tenant relationship.

I also recommend that Section 18-216 be amended as follows:

Sec. 18-216. – Fees. Inspection fees related to the requirements of this article shall be as established by resolution of the council. The fee shall be calculated based on the expected cost to the Town of conducting the inspection program and may include the cost of Town staff and resources assigned to the inspection program.

The purpose of this amended language is to ensure the Town can show its math for how the fees for inspections are specifically calculated should it ever be challenged. Section 3.18 of the Land Use and Development Code, though, currently contains language that expressly provides the Rental Dwelling permit fees may fund a position for enforcement. Because of that language the Town, in the past, has placed more of the staff time and labor portion of costs in the calculation of the permit fee rather than the inspection fee. The result of this was that the permit fee was greater than the inspection fee. Given that the inspection program is the more labor intense program, it makes more sense for the inspection fee to be the greater fee.³ This change moves the heftier fee to the portion of enforcement that carries the heavier cost to the Town.

Moving on to Section 3.18, “Dwelling Rentals,” of the Land Use and Development Code, all of my suggested revisions to involve deletions from the Code. I recommend these portions for deletion because 1) they deal with topics beyond maintenance and could create at least a toe hold for someone to attempt to argue the legislation strays into the realm of the tenancy or landlord-tenant relationship and 2) the merits of their enforcement likely do not outweigh the potential confusion they create within the preemption conversation. Below, I have set out those recommended deletions and provided brief explanation as to my reasoning in the parentheticals.

~~3.18.4 – General regulations:~~

~~The following regulations shall pertain to the rental of dwellings:~~

~~A. A contact person must be available 24 hours per day, seven days per week to respond to complaints regarding the conduct of the occupants of the subject dwelling. (The application form already requires contact information for the owner and the Town can use that if we need to contact ownership. This provision, while~~

³ One may ask why a permit fee and inspection fee are both charged. Remember, the Town has exempted some properties that receive annual inspections pursuant to State law requirements. By maintaining two fees, the Town is able to fairly apportion the costs to the tasks involved.

helpful when neighbors have complaints, could be construed as regulating an aspect of the tenancy).

- ~~B. Occupancy of individual units shall conform to the occupancy limits of all applicable building codes. (Occupancy limits are a function of building codes; this does not actually create the limitation, it really just reminds everyone that occupancy loads have to be followed; to avoid someone arguing this somehow creates a regulation on the tenancy, though, I recommend deletion)~~
- ~~C. The owner or manager shall maintain a tenant and vehicle registration that includes the name and address of each unit's tenant and the make, year and tag number of the tenant's vehicle.).~~
- ~~D. There shall be a written lease between the owner and tenant and that includes an explicit statement that the tenant agrees to follow these regulations. (One could argue this is moving into the realm of regulating the landlord-tenant relationship).~~
- ~~E. Violation of these provisions may result in revocation of the rental permit for cause, upon notice and opportunity to be heard by the town council and subject to prosecution before the special magistrate, and any other penalties, as provided for in section 3.18.6 below. (There is really nothing problematic about this language, I recommend its deletion because I recommended all the provisions it relates to be deleted).~~
- F. The rental permit application shall be filed with the town prior to rental of the subject property. **(I recommend this be moved to 3.18.5).**

3.18.5 - Fees and application schedule.

- A. A person or entity who is applying for or holds a rental permit shall pay an annual rental permit fee in an amount as established from time to time by resolution of the town council upon the filing of the rental permit application.
- ~~B. Fee revenues raised under this section shall fund a position in the code enforcement department of the town, and provide enforcement and processing personnel as needed and investigative services. The officer holding this position shall enforce this section. (Replaced with similar language added to 18-216)~~
- C. All holders of a rental permit who continue to rent the subject dwelling shall submit a renewal application containing all the information required for the original rental permit application and pay the required rental permit fee by no later than October 1 of each year, or shall be subject to a late fee to be established by the resolution of the town council.

As to 3.18, I also recommend removal of 3.18.7 because again it could be construed as veering into the realm of regulating the tenancy by imposing specific duties on landlords to report

on the operations of the rental. While there is definite merit to the information the Town receives pursuant to this Section, that merit may not offset the risks to enforceability of the inspection program it creates:

~~3.18.7 Annual reporting requirements.~~

~~A. Annual summary report.~~

- ~~1. An annual summary report must be filed by:~~
- ~~2. All licensed real estate agents, brokers, agents or other parties who represent an owner of a property rented at any time during a calendar year; and~~
- ~~3. All owners of dwellings rented at any time during a calendar year.~~
- ~~4. The summary report is due by February 1 of each year.~~
- ~~5. The report shall reflect the rental activities of all subject dwellings within the town for the previous calendar year. This report shall include, at a minimum, the address of subject property and length of rental period per tenant.~~
- ~~6. The town shall maintain a third party rental summary report form and make it available to the public upon request.~~
- ~~7. Violation of this requirement subjects violators to prosecution before the special magistrate and other penalties in section 3.18.6.~~

~~B. Record keeping.~~

- ~~1. Annual record keeping is required for any of the entities listed in subsection 3.18.7.A above.~~
- ~~2. These entities shall maintain records indicating:
 - ~~a. The name and address of each tenant during this period;~~
 - ~~b. Each tenant's vehicle registration, which shall include the make, year and tag number of the tenant's vehicle; and~~
 - ~~c. The written lease between the owner and tenant for inspection by the code enforcement officer upon request.~~~~

Finally, I believe the following changes to Section 10.1.10 of the Code related to basic application submittal requirements would also be helpful in distancing the registration and inspection program from arguments that the Town is somehow trying to regulate tenancies or, otherwise mandating actions covered in the State preemption. I have recommended some items for deletion here simply because the Town can easily obtain the information from public records; in essence, why invite an argument if it's just as easy to get the information elsewhere?

~~10.1.10. - Rental permit applications.~~

~~A rental permit application must include the following information:~~

- ~~A. The complete street address and parcel number of the property;~~

- B. ~~Proof of ownership, including~~ The name, mailing address, e-mail address, and telephone number of each person or entity with an ownership interest in the property;
- C. The gross square footage of the dwelling, including the number of rooms, bedrooms, kitchens, and on-site parking spaces attributable to the rental;
- D. ~~A valid and current federal employer tax identification number or Social Security number for the property owner(s);~~
- E. The name, mailing address, e-mail address, and ~~24-hour~~ phone number of the rental property manager, if applicable;
- F. The signatures of ~~a~~ an owner, or authorized agents ~~or authorized property managers~~;
- G. For short-term rentals (renting less than four consecutive weeks), a current, approved inspection report from the fire marshal in accordance with Chapter 69A-43 of the Uniform Fire Safety Standards for Transient Public Lodging Establishments, Timeshares and Timeshare Unit Facilities; and
- H. For short-term rentals and long-term rentals of six months or less, a valid and current Florida Department of Revenue sales tax identification number under F.S. ch. 212, and a valid and current license under F.S. ch. 509.

In conclusion, that imprecise “including but not limited to” language in the State’s preemption clause certainly confuses an issue that should not have been confusing. I remain of the opinion, though, that it was not the legislature’s intent to impede local governments from enforcing codes focused on maintenance of rental properties. All of the changes recommended herein are designed to try to make it as clear as possible in the Town’s Code that the sole focus of the inspection and registration program is proper maintenance and safety. I think these changes along with some well-crafted “Whereas” clauses can tell that story. Ultimately, though, unless the language is eventually refined by the legislature or until there is a judicial determination as to the extent of the preemption this remains unsettled legal territory.



**Town of Ponce Inlet
Planning Board
Regular Meeting Minutes
July 29, 2025**

1 **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE:** Pursuant to proper notice,
2 Vice Chair Carney called the meeting to order at 5:30 p.m. in the Council Chambers, 4300 S.
3 Atlantic Avenue, Ponce Inlet, FL, and led attendees in the Pledge of Allegiance.

4
5 **2. ROLL CALL AND DETERMINATION OF QUORUM:** A quorum was established.

6
7 Board members present:

8 Mr. Oebbecke, Seat #1
9 Mr. Young, Seat #2
10 Mr. Revak, Seat #3
11 Mr. Cannon, Seat #4 - Absent
12 Mr. Carney, Seat #5; Vice Chair
13 Ms. Vanderbeek, Alternate #1

14
15 Staff present:

16 Mr. Lear, Planning & Development Director
17 Ms. New, Town Attorney
18 Ms. Rippey, Principal Planner
19 Ms. Stewart, Assistant Deputy Clerk

20
21 **A. Election of Chair** – Mr. Oebbecke moved to nominate Mr. Carney to serve as
22 Chair for the remainder of this term, ending December 31, 2025; seconded by Mr. Revak. There
23 were no other nominations.

24
25 The motion PASSED 5-0, with the following vote: Mr. Oebbecke – yes; Mr. Revak –yes; Mr.
26 Young – yes; Mr. Carney – yes; Ms. Vanderbeek - yes.

27
28 **B. Election of Vice-Chair** – Mr. Young moved to nominate Mr. Revak to serve as
29 Vice-Chair; seconded by Mr. Carney. There were no other nominations.

30
31 The motion PASSED 5-0, with the following vote: Mr. Young – yes; Mr. Carney – yes; Mr.
32 Oebbecke – yes; Mr. Revak –yes; Ms. Vanderbeek - yes.

33
34 **3. ADOPTION OF AGENDA:**

35
36 Mr. Young moved to approve the agenda as presented; seconded by Vice-Chair Revak. The motion
37 PASSED, 5-0, consensus.

38
39 **4. APPROVAL OF MINUTES:**

40
41 **A. June 24, 2025**

42 **B. June 24, 2025, Special Planning Board meeting**

Vice-Chair Revak referred to the June 24, 2025, regular meeting minutes and noted there was a typo on line 12 next to Mr. Young's name; "Chair" should be removed.

Mr. Oebbecke moved to approve the June 24, 2025, meeting minutes as amended and the June 24, 2025, Special Planning Board meeting minutes as presented; seconded by Mr. Young. The motion PASSED, 5-0, consensus.

5. REPORT OF STAFF: Mr. Lear announced that the Florida Chapter of the American Planning Association is holding its annual conference in Daytona Beach at the Ocean Center, and he strongly encouraged Board members to attend the planning officials training on Tuesday, September 16, 2025; two of the instructors are Fellows of the American Institute of Certified Planners. A land use attorney will also be making a presentation. The training is provided for Board members at no cost and includes lunch. Registration ends on August 15, 2025; an email with this information will be forthcoming from staff.

Mr. Lear provided an update on the beach sand placement project. He said the northern phase began in early June at the Sunglow Pier and is progressing southward; contractors utilizing 15 trucks are averaging 1,000 linear feet of dune construction per week, and the project has replaced over one mile of sand. He reported that the Amelia Avenue beach ramp is open and beach driving from Sunglow Pier to that ramp has been restored; as of Friday, work has been completed near 4031 S. Atlantic Avenue, with operations continuing southward; sea oat planting is scheduled to begin shortly after sand placement is completed. He stated the Army Corps of Engineers contractor is currently constructing a 5,000 linear foot sand stockpile along the beach in Ponce Inlet; this stockpile is the source of the sand being hauled and placed by Volusia County; the contractor expects to be in this location through the end of the month and then relocate approximately 1,000 feet south. Chair Carney asked if there was an estimated project end-date. Mr. Lear replied according to Jessica Fentress, Volusia County, approximately 9 to 10 more months.

6. CORRESPONDENCE/DISCLOSURE OF EX-PARTE COMMUNICATION: *None.*

7. HEARING OF CASES:

A. Application/Type: SPEC 6-2025 Minor Special Exception

Address: 4884 Front Street

Purpose: To allow a minor special exception pursuant to Land Use and Development Code (LUDC) Section 6.6.3 to allow a sightseeing boat base (not to exceed 50 passenger capacity) per Section 3.29

Mr. Lear explained that this item was continued from the June 24, 2025, Planning Board meeting and provided a PowerPoint recap. He said the applicant, Mr. Vernon Kuftic, is requesting a minor special exception to operate a sightseeing boat base for up to 50 passengers at Sea Love Boat Works Marina, located at 4884 Front Street; the proposal involves utilizing the existing dock and boat slip facilities; the Down the Hatch restaurant is located on an adjacent parcel and is under the same ownership as the marina; the B-2 zoning district permits water-dependent uses such as this. He recalled that at the previous meeting, the primary concern was parking; since then, the proposed parking has been relocated to a vacant lot situated on the south side of Beach Street and the east side of Front Street; the parking lot contains approximately 30 spaces, which exceeds the minimum 19 spaces required for the proposed sightseeing boat base. Photographs of the designated parking areas were presented during the meeting. Mr. Lear confirmed that the application satisfies all four

specific criteria applicable to sightseeing boat base operations and the eight general criteria for development applications; the original six conditions proposed remain in effect, while two additional conditions added after the June 24, 2025 Planning Board meeting are no longer necessary due to the revised parking plan. Mr. Lear announced that both the applicant and the property owner are present if there are any questions. Chair Carney expressed the Board's appreciation that the applicant addressed the community's concerns regarding the parking issue. Mr. Young also thanked the parties for working this issue out. No public comments were made.

Mr. Oebbecke moved to APPROVE the minor special exception application (SPEC 6-2025) pursuant to the Land Use and Development Code (LUDC) Section 6.6.3 to allow a sightseeing boat base (not to exceed 50 passenger capacity) per Section 3.29 for 4884 Front Street; seconded by Vice-Chair Revak. The motion PASSED 5-0, with the following vote: Mr. Oebbecke – yes; Vice-Chair Revak – yes; Mr. Young – yes; Chair Carney – yes; Ms. Vanderbeek – yes.

8. BUSINESS ITEMS:

A. Amending Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections

Mr. Lear reported on the timeline of events that led to the Town suspending its Rental Permit Program (RPP) for long-term rentals while pursuing a suitable resolution to objections posed by a rental property owner. He also reported that on August 22, 2024, the Town Council authorized the Town Attorney to request an opinion from the Florida Attorney General; the request was submitted in October 2024 and in January 2025, the Town received a response from the Attorney General who declined to issue a formal opinion. He said that at regularly scheduled meeting on May 15, 2025, the Town Council directed the Town Attorney to move forward with suggested code amendments to Articles 3 and 10 of the LUDC pursuant to Attorney Drew Smith's memo; staff recommends approval.

Chair Carney referenced Attachment 3 of Attorney Smith's memo and requested clarification from Attorney New regarding the final statement on the legal issue. Attorney New explained that, in the absence of guidance from the Florida Attorney General, the Town is making a good faith effort to interpret and comply with state law; given the law's ambiguity and the potential for multiple interpretations, this recommendation is considered the most prudent approach until the legislature provides further clarification. Chair Carney questioned whether the Town could still face legal action under the current interpretation and asked who would represent the Town. Attorney New confirmed that litigation is possible and that her firm would provide representation. She added that her firm stands behind their legal recommendations and the Town would be responsible for associated legal fees.

Mr. Oebbecke observed the vague statutory language effectively leaves interpretation to individual municipalities, though it also creates the potential for litigation from landlords. Attorney New acknowledged this risk but emphasized that any plaintiff would need to demonstrate actual harm. When asked whether the legislature plans to clarify this issue, she responded it is currently unknown, but she will monitor developments.

Ms. Vanderbeek referenced the Attorney General's response, noting that while they declined to answer questions one and two, they did request a supplemental memorandum clarifying the Town's definition of "short-term rental." She inquired whether that had been submitted. Mr. Lear

141 responded that after consultation with Attorney Smith, it was determined to be unnecessary. He
142 added that the long-term rental program is currently on hold. In response to a question from Mr.
143 Oebbecke regarding the financial impact of this hold, Mr. Lear estimated the loss to the Town at
144 approximately \$170,000.

145
146 Chair Carney expressed his opinion that if the long-term rental program is not reinstated, the Town
147 would avoid expenses related to inspections and other administrative costs associated with the
148 program. The background and purpose of the RPP was briefly discussed. Chair Carney then
149 inquired how property maintenance standards apply to homes that are not used as rentals. Mr. Lear
150 explained that all properties, regardless of occupancy status, must comply with the International
151 Code Council (ICC) Property Maintenance standards, which have been adopted by the Town. The
152 discussion shifted to the implications of the landlord-tenant relationship and the potential risks it
153 may pose to the Town, including the role of rental inspections. Mr. Oebbecke asked why the Town
154 maintains an inspection program. Mr. Lear responded that the program exists to protect the health,
155 safety and welfare of individuals residing in rental properties. Mr. Oebbecke emphasized his strong
156 support for rental inspections, citing safety as a primary concern.

157
158 Chair Carney opened public participation. Mr. Dennis Craig, 68 Seawinds Circle, identified
159 himself as the subject of the code enforcement case. He stated that he submitted a rental application
160 along with the \$500 fee, which was accepted by the Town; however, his lease agreement was later
161 rejected due to missing signatures and problematic terms. Despite the application being incomplete
162 and noncompliant with Town requirements, Mr. Craig expressed frustration that the fee was not
163 refunded. [Editor's note: The Town ultimately issued a rental permit to Mr. Craig, for which the
164 fee was required]. Mr. Craig referenced a potential state preemption statute, asserting that
165 regulation of residential tenancies falls exclusively under state jurisdiction and stated his belief
166 that the Town's inspection requirements and lease review process amount to unauthorized
167 regulation. Mr. Craig warned of possible legal action, suggesting the Town could face litigation
168 through a declaratory judgment or enforcement challenge, and further claimed the Town may be
169 liable for attorney fees if found in violation of state law. He maintained that the statute in question
170 is clear and unambiguous, and recommended the Town repeal the ordinance, asserting it lacks the
171 legal authority to enforce it.

172
173 Mr. Michael Lang, 4366 S. Atlantic Avenue, expressed concern that many properties are
174 circumventing the Town's rental requirements, operating without inspections or as unregulated
175 short-term rentals. He questioned the revenue the Town receives from the rental program,
176 suggesting that it is not enough. Chair Carney closed public participation and reopened Board
177 discussion. Mr. Oebbecke referred to Mr. Craig's earlier comments regarding his lease agreement
178 and opined that if the Town seeks to avoid entanglement in landlord-tenant matters, it should not
179 mandate specific lease provisions. Mr. Craig stated that the Town's standards include required
180 lease terms, which he believes should be eliminated. Mr. Oebbecke agreed and stressed the
181 importance of reviewing the ordinance to ensure it complies with state law and respects landlord
182 rights.

183
184 Mr. Young inquired about the basis for the proposed legal conclusions. Attorney New explained
185 that the conclusions were formed through internal legal analysis and the proposed changes reflect
186 what is believed to be in the Town's best legal interest under existing Council policy. Mr. Lear
187 reminded the Board that final authority rests with the Town Council, and that the Board's
188 recommendation will be forwarded to Council for consideration in August and September, in
189 advance of the new fiscal year.

Mr. Young recommended that amending Articles 3 and 10 of the Land Use and Development Code (LUDC) related to rental registrations and inspections be forwarded to the Town Council with a recommendation of APPROVAL; seconded by Mr. Oebbecke. The motion PASSED 4-1, with the following vote: Mr. Young – yes; Mr. Oebbecke – yes; Vice-Chair Revak – yes; Chair Carney – no; Ms. Vanderbeek - yes.

9. PUBLIC PARTICIPATION: Chair Carney opened public participation – there was none.

10. BOARD DISCUSSION: *None.*

11. ADJOURNMENT: The meeting was adjourned at 6:44 p.m.

Prepared and submitted by,

Draft

Debbie Stewart

Assistant Deputy Clerk

Attachment(s): None



Meeting Date: 9/18/2025

Agenda Item: 10-B

Report to Town Council

Topic: Final Millage Rate and Budget for Fiscal Year 2025/2026.

- A. Resolution 2025-13 – Adopting the final millage rate for fiscal year 2025/2026.
- B. Ordinance 2025-07 – 2nd Reading – Incorporating the final audited budget of fiscal year 2023/2024, amending the budget for fiscal year 2024/2025, and adopting the budget for fiscal year 2025/2026.

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

Suggested motion:

- A. Approval of Resolution 2025-13 with a final millage rate of 6.25 mills.
- B. Approval of second reading and adoption of Ordinance 2025-07 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, 2025
SUBJECT: Final Millage Rate and Budget for FY 25/26

Introduction

This budget is presented to cover three fiscal years – the Final budget for FY 23/24, the Adopted and Amended budgets for FY 24/25, and the Proposed budget for FY 25/26. While the Town’s budget document includes the final budget of the most recent audited year (Final 23/24), this is for information only as that year is closed. For FY 24/25, the adopted budget, mid-year amended budget (per Res. 2025-05) and estimated final amended budget are provided for comparison. The FY 24/25 amended final budget reflects the estimated expenses as we close out the current year. The proposed budget for FY 25/26 has been revised to reflect the priorities of the Town Council expressed at the June and July budget workshops and the regular Council meetings in July and August.

Background

Each year, preparation of next year’s budget begins with meetings of the Essential Services Advisory Board (ESAB) and Cultural Services Board (CSB) to review budgetary proposals from the Fire, Police, Public Works, and Cultural Services Departments. The ESAB met on January 9th and March 6th, while the CSB met on January 6th, March 3rd, and June 2nd. The proposals for next fiscal year were then ranked in terms of priority and then forwarded to the Town Council at the June 10th Preliminary Budget Workshop. The public safety and public works items typically have the greatest impact on the budget.

On April 17, 2025, the Town Council was presented with the results of the audit of the FY 23/24 financial statements. For the 9th year in a row, the Town has received a perfect, comment-free audit.

At the June 10, 2025 preliminary budget workshop, the Council reviewed the Town’s reserve fund levels; the status of reimbursements from 2024 hurricane expenses; 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 proposed purchases, construction projects, and professional services to maintain or enhance levels of service for the next

fiscal year. These items included the prioritized list recommended by the ESAB and CSB. The Council indicated its support for these items and directed staff to prepare the proposed budget accordingly.

At the July 15, 2025 budget workshop, the Council was presented with an overview of key public services provided by the Town, projected revenue, General Fund breakdown by department, historic millage rates over the past decade, and an analysis showing the percentage of the total tax paid to all taxing authorities in Volusia County. The Council was then provided with proposals for new equipment, projects, maintenance activities, and professional services. The Council also reviewed and discussed detailed supplementary information on the proposed fire station site feasibility analysis; vehicle leasing program; and firefighter overtime. The Council then heard from the public, discussed which items to include or remove, and directed staff to finalize the budget.

On July 17th, via Res. 2025-07, the Town Council adopted a proposed millage rate of **6.35** to fund the budget items requested and accommodate any unforeseen expenditures between then and the final budget adoption hearing in September. The Council also directed the fire station site feasibility analysis to be included in the FY 25/26 budget; and agreed to maintain firefighter staffing levels at five per shift. On August 21, 2025, the Town Council further discussed the Town's vehicle leasing program and directed staff to proceed with a hybrid lease/purchase model, in which the Town pays off the remainder of the public works vehicle lease terms to own the vehicles outright, and continues to utilize the lease program for the public safety (police) vehicles in the FY 2025-2026 budget process and long-range capital planning.

Most recently, the Town Council reviewed the tentative millage rate and proposed budget at a special budget hearing on September 3, 2025. 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 ten previous public meetings); a recap of the board recommendations, and Council budget decisions; a review of budget assumptions, tax environment, and historic millage rates; and a discussion of prior-year levels of service, including staffing additions and stormwater projects. Highlights of proposed general fund and special fund expenditures were presented. After hearing extensive input from the public, the Council voted to approve the tentative millage rate at **6.25** mills and the proposed budget ordinance as presented.

Town Reserves, Debt, & Finance Practices

Pursuant to 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.

At the beginning of FY 24/25, the Town's stabilization reserve and other unassigned fund balance was \$5,352,340, which equates to a 60% reserve, or 7.3 months. This represents an increase of \$1,108,116 from the previous year, which was calculated at a 53% reserve, or 6.4 months. The Water Fund Operations and Maintenance (O&M) reserve at the start of FY 24/25 was approximately \$1,001,169, an increase of \$150,307 above last year's reserve of \$850,862.

¹ Res. 2009-04, May 20, 2009

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 \$11,530,538 is held in reserves, including \$5,415,603 in unrestricted funds; \$1,476,314 in restricted funds; \$1,215,660 in assigned funds, \$644,649 in committed funds, \$2,736,021 in enterprise funds; and another \$42,291 in grant project or debt service reserves.

The Town's debt total is currently \$2,367,396. The 2005 Town Hall loan was paid in full in FY 24/25, and the 2006 Stormwater Improvements loan will be paid off in FY 25/26. The 2017 Water System Improvements loan has 12 years remaining. In October 2024, the Town Council approved a seven-year financing plan for a new Quint 75 Fire Apparatus, the first payment of which is due in November 2025. 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
Stormwater Improvements	\$156,587	1 out of 20	\$156,587
Water System Improvements	\$61,828	12 out of 20	\$741,936
Quint 75 Fire Apparatus	\$209,839	7 out of 7	\$1,468,873
TOTAL	\$428,254		\$2,367,396

In addition, the Town has pledged a 15% grant match for the S. Peninsula sidewalk project, with \$264,810 expected to be paid by the end of FY 24/25 and the remaining \$995,390 in FY 25/26.

Due to its strict adherence to standard governmental accounting practices and purchasing procedures, the Town has received perfect, comment-free audits for the last 9 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 25/26

With a limited number of revenue sources, the Town is highly dependent on ad valorem taxes to fund its expenditures and services. In all, ad valorem taxes will comprise 77% of all anticipated General Fund revenue in the coming fiscal year, with the remainder received mostly from sales taxes, services charges, permit fees, interest earnings, grants. Other daily expenses related to public works and water utility operations are paid from the Water Operations and Maintenance (O&M) Fund.

According to the Volusia County Property Appraiser's preliminary tax roll, the taxable value of property in Ponce Inlet has increased by 4.62%, from \$1,333,167,714 last year to \$1,394,817,683.

The budget for Fiscal Year 25/26 is balanced with a proposed millage rate of **6.25**, which is intended to maintain or enhance the level of service provided by the Town government to its residents and property owners. The proposed millage rate of 6.25 for FY 25/26 is 0.51% above the rolled-back rate (RBR) of 6.2180. At a 95% collection rate, the proposed millage will produce \$8,281,730 in ad valorem revenue, which is \$92,778 more than the current fiscal year. **Attachment 2** shows the calculation of revenue at different millage rates.

Pursuant to state law, homesteaded properties (approximately 46% of total Ponce Inlet 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 \$1 more in taxes next year, compared to the previous year. Non-homesteaded properties (approximately 54% of total Ponce Inlet households) are capped at a 10% increase. A non-homesteaded property with a prior year value of \$500,000 would pay a maximum estimated \$210 more. The impact of the 6.25 millage rate on properties at various values is provided with **Attachment 3**.

The budget as a whole is \$146,842 larger than the draft budget presented in July, even as the millage rate has remained the same at 6.25 mills. This is due to \$124,522 in additional unspent carry-forward funds from the FY 24/25 budget into the next fiscal year, along with a supplemental transfer of \$22,320 from the Refuse (waste collection) Fund to the General Fund. Additional information on specific carry-forwards and transfers is provided with the description of the particular fund or account.

Highlights

Since the July budget workshop, Staff has worked diligently to incorporate the items prioritized by the Council. The proposed budget includes personnel, purchases, projects, and professional services to maintain or enhance levels of service for the next fiscal year. As requested, two new Public Works positions are included for hire mid-year. Purchases can be thought of as tangible equipment, such as new vehicles or HVAC units. Projects involve construction, such as the S. Peninsula sidewalk expansion or significant maintenance activities like roof replacement. Services can include professional work by the Town engineer or other consultants to develop designs for future construction, plans for long-term resiliency, or other tasks that cannot be completed by Town staff. The level of service provided by the Town is a function of the purchases, projects, and staffing budgeted each year. The majority of items on this list were either prioritized by the ESAB, recommended by the Cultural Services Board, tied to a Council goal, or already authorized by the Town Council.

The FY 25/26 budget also includes a number of projects that are not expected to be finished by the end of the current fiscal year. When this happens, the remaining funding for these projects is transferred to the following fiscal year. These projects are listed in the budget document as carry-forward items. Because the money has already been appropriated and collected, carrying it forward to the next fiscal year has no impact on the proposed millage rate for next fiscal year, although it does increase the total size of next year's budget. In all, \$403,762 is being carried forward from the General Fund (\$168,922), the Land Acquisition Fund (\$157,460), the Public Safety Equipment Fund (\$58,980), and the Economic Impact Fund (\$18,400). Descriptions of the carry-forward projects are provided below. The complete list of carry-forward projects is found on **Attachment 4**.

General Fund (GF) - 001

Multi-Department Expenditures – Certain types of expenditures have an impact on multiple departments or the entire organization. These include the cost of employee salaries and benefits, utilities, insurance, and fuel. The proposed FY 25/26 budget accounts for these general costs in addition to the specific requests from each department.

- Changes in rates overall for fringe benefit package:
 - The budget includes a 7.5% raise for public safety employees, based on most recent collective bargaining discussions and current employee market conditions for these types of positions. A 3% raise is proposed for general employees.

- Pursuant to Resolution 2006-01, the Town Council's pay adjustment is the average percentage provided to employees in the prior year. The FY 24/25 average was approximately 5%, so this has been applied to the Council salaries in the FY 25/26 budget.
- The Town's required contribution for FRS (Florida Retirement System) is increasing 3% for Regular employees, 7.3% for Special Risk employees, and 0.5% for Senior Mgmt. These amounts are dictated by the State of Florida to participating local governments each year.
- Employee health insurance is increasing 4.7%.
- Rates for dental insurance and vision insurance are not increasing. Life insurance is increasing 18%, with a 3-year rate lock. Short-term disability insurance is increasing 33%, while long-term disability insurance will remain the same. Note: The actual disability & life insurance costs to the Town are based on each employee's annual salary; even if the rates remain the same, the actual cost will correspond with any change in salaries.
- Rates for EAP (Employee Assistance Program) also remain the same and are locked until 6/30/26.
- The Town's general insurance package (including Property, General, Auto, Cyber-security, etc.) is increasing by 4.9%, a much lower increase than the 10% previously estimated.
- Flood insurance rates for the fire station building, fire station garage, and museum buildings are estimated to increase approximately 10%.
- Workers Compensation insurance is increasing by 17%.
- Fuel costs are estimated to decrease slightly or stay the same as FY 24/25, based on EIA (U.S. Energy Information Administration) forecast for 2025.
- Utilities (water, sewer, and electric) are increasing approximately 3%.

Legislative –

This account primarily funds the salaries, activities, and services for the Town Council. It has also been used historically as a funding source (via transfer) for the Ponce Inlet Historical Museum and Community Center. In addition, it is used to hold grant revenues, grant matches, or contributions in contingency until the project or purchase has been completed.

- \$63,971 is proposed for transfer to the Historical Museum fund for items recommended by the Cultural Services Board, including replacement of the Hasty Cottage plexiglass and a new Cocoa Bill historic marker, as well as for daily operational expenses.
- \$62,825 is proposed for transfer to the Community Center fund for several important projects, such as interior refurbishment (\$28,000) and replacing the front ground sign (\$12,000). The Town also pays for the property insurance and 75% of the electric bill.
- \$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.
- \$25,000 is being carried forward from FY 24/25 and held in contingency for the Harbour Village boardwalk replacement contribution, to be paid once construction has been completed and passed inspection.
- \$14,187 is proposed for the First Step Shelter, the same as previous years.

- \$10,000 is allocated to host the Volusia League of Cities (VLOC) dinner. Note: member cities host this event once every 3 years. As discussed at the June 19, 2025 Council meeting, this cost will be mostly offset by the VLOC (\$2,000 plus \$40 per paid ticket, \$7,600 total) and vendor sponsorships.

Administration –

This account funds the personnel and services provided by the Town Manager, Finance Department, and Human Resources/Town Clerk Department.

- \$18,000 is proposed for professional services with finance, grants, investments, and HR services.
- \$45,650 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 –

The Legal account funds services by the Town's 3 contracted legal firms.

- \$150,000 is budgeted for the anticipated contractual work with Shepard, Smith, Brackins, & Hand for general legal services.
- \$50,000 is proposed for the firm of Fisher & Phillips for labor/employment.
- \$5,000 is proposed for the Vose Law Firm for the Code Enforcement special magistrate.

Planning & Zoning –

This account supports the Planning & Zoning Division within the Planning & Development Department, which includes administration of the Land Use and Development Code and comprehensive, review of planning and development applications, and overseeing grant-funded resilience studies such as the Watershed Master Plan and Adaptation Action Plan.

- \$81,505 is budgeted for professional services, including general environmental and engineering reviews of Town projects.
- \$46,505 is being carried forward from FY 24/25 to complete the Adaptation Action Plan and updates to the Town's Standard Construction Details.

Information Technology –

The IT budget account includes all contractual computer and network services for all Town departments. The Town has made significant investments in its professional IT staffing and infrastructure in recent years. 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. Replacements and upgrades for aging electronic hardware are also necessary – such hardware becomes obsolete over time in terms of processing capacity, speed, compatibility, and security. Highlights of these services include:

- \$236,600 is proposed for contractual computer services, including office productivity, MFA security services, social media archiving, email archiving, physical building access control, public safety patient care software, HelpDesk, computer hardware management & reporting services, 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, and hardware licensing.

- \$62,300 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 Museum utilizing fiber optic and backup co-ax services.
- \$32,000 is proposed for one-time purchases of machinery and technology, such as local back-up storage, new point-to-point wireless link between Town buildings, and electronic door security/access control at the fire station.
- \$29,100 is proposed for non-capital equipment, which covers routine replacement of computers, network infrastructure, and other IT equipment for all Town departments, as needed. It also includes replacement desktop UPS units, legacy (no longer supported) network switches, Museum kiosk tablets, Public Safety mobile routers, desktop accessories such as webcams, keyboard/mouse as needed.

Police –

This account funds the personnel, vehicles, equipment, and law enforcement services of the Police Department.

- Officer salaries are proposed to increase 7.5% 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.
- \$62,310 is proposed for 4 existing leased vehicles acquired last year, and one 1 additional leased vehicle as decided by the Town Council on August 21, 2025. The new leased vehicle will be replacing a 2020 SUV. Police vehicles must be replaced every 5-6 years due to heavy engine wear while on patrol and continuous idling when stationary for traffic enforcement.
- \$25,000 is proposed for replacement ballistic vests, weapons, and tasers.

Fire –

This account funds the personnel, vehicles, equipment, and fire-rescue services of the Town's Fire Department.

- The department's multi-year accreditation process is nearly complete. This program began in FY 21/22 with the Standards of Cover process, and continued in FY 22/23 with the creation of a Strategic Plan. In FY 24/25, the department completed a Self-Assessment Manual. This process will wrap up in FY 25/26, when the department will be visited by a peer assessment team from the Center for Public Safety Excellence.
- In FY 24/25, one leased vehicle (2023 Silverado) was reassigned from Public Works to the Fire Department to replace the 2013 SUV operated by the Deputy Chief. The lease expires in June 2026, after which the Town will purchase the vehicle outright, based on its remaining value. Note that this purchase is proposed out of the Public Safety Equipment Fund (via transfer from the Land Acquisition Fund), and is not reflected in this account. The Fire Department will continue to lease the 2024 SUV it acquired in FY 23/24, which will also be purchased in a future year at the end of its lease term, per Council direction.
- Note that the proposed new "Quint 75" ladder truck is to be funded out of the Capital Fire Equipment Fund (via transfer from the Land Acquisition Fund), rather than from the General Fund.

Building & Code Enforcement –

This account supports the Building and Code Enforcement divisions within the Planning & Development Department. Its functions include all required permitting and inspections per the Florida Building Code; administering the Town's floodplain management program under the

Community Rating System (CRS); managing the rental permit and inspection program; and enforcing all development codes and ordinances of the Town.

- \$74,695 is proposed for various professional services, \$19,395 of which is being carried forward from FY 24/25. The carry-forward amount includes \$13,200 to assist with CRS review and mapping, with another \$5,375 for review of building elevation certificates. These activities 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. It will also help in the effort to improve the Town's CRS rating from a Class 5 to a Class 4; such a rating would be among the best in the nation and provide additional flood insurance savings for property owners.
- The division will continue to lease the two vehicles it acquired in prior fiscal years. Per Council direction, no new leased vehicles will be added, and both existing leased vehicles will eventually be purchased in the future at the end of their lease terms.

Public Works –

This account, together with the Parks and Recreation account and the Water Operations & Maintenance Fund, supports the personnel, equipment, vehicles, and activities of the Public Works Department. The Department is responsible for construction and maintenance of all Town-owned infrastructure, property, and facilities.

- \$147,500 is proposed for Phase 2 of the storm drain project on Old Carriage Road, which involves the installation of an exfiltration drainage system at the western end of the road. The amount includes \$44,400 carried over from FY 24/25. This line item (Machinery and Equipment) also includes funds for a new mower and replacement fuel pumps.
- \$50,000 is proposed for Phase 2 of the stormwater utility fee study, focused on refinement of the model and rate structure and implementation by FY 26/27.
- \$36,000 is proposed for repair and maintenance of the right-of-way, including installation of stabilized aprons on Sailfish Drive at the intersections of Beach Street and S. Peninsula Drive, along with increased grading frequency to 6 times per year.
- Per Council direction, one of the department's leased vehicles (2023 Silverado) is being purchased when the lease expires in June 2026. Note that the purchase is proposed to come the Public Safety Equipment Fund (via transfer from the Land Acquisition Fund), and is not reflected in this account.

Parks & Recreation –

This account, along with the Historical Museum fund, supports the activities and services provided by the Cultural Services Department. It also supports the activities of the Public Works Department related to park maintenance.

- \$63,300 is proposed for repairs and maintenance of the Town's parks, including mulch and trail fill at Ponce Preserve, playground repairs, repairs to the dog park chain-link fence, and replacing 50% of all dog waste stations throughout Town.
- \$37,000 is proposed for repainting the buildings at Davies Park and repairing the gazebo roofs at Ponce Preserve.
- \$26,455 is proposed to install a new fence around the playground at Pollard Park, as recommended by the Cultural Services Board, and also includes a \$16,455 carry-forward for the Timucuan Oaks piling repairs.
- \$11,000 is proposed for arborist services and invasive species removal.

- \$9,577 is a proposed carry-forward for replacing the playground fabric shade cover at Davies Park.

Special Funds

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

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

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

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

This is a restricted fund used for certain types of road expenditures. Each year the Town receives a share of the gas taxes collected in Volusia County, pursuant to rates adopted by interlocal agreement. The Town officially adopted the rates for 2021-2026 by Resolution 2021-04. Beginning in 2021, the distribution formula for Volusia County cities was revised based solely on the proportion of road miles in each jurisdiction. Previously, the formula also included other factors such as population and assessed property values. This change negatively affects land-locked jurisdictions with no room for expansion such as Ponce Inlet and Daytona Beach Shores. The interlocal agreement reduced the Town's share to 0.582% in FY 22 and drops it each year until FY 26, when the share will be 0.298%. After 8/31/26, the share shall be adjusted automatically each year based on the ratio of lane miles of public roads maintained by all participating municipalities. Therefore, the Town will continue to see declining gas tax revenue over time as the Town's proportion of roads decreases and other communities expand. \$85,000 is budgeted from this fund for the final debt service payment of the Town's stormwater loan. In future years, the fund will be used to help pay for resurfacing of the Town's streets.

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

This is a restricted fund used for certain types of road-related expenditures; \$7,000 is budgeted to help close out the debt service for 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 exists 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 Hurricane Ian in 2022. This fund itemizes all expenditures related to the repair of Town structures, debris removal, equipment, and supplies. It shows the revenue received to date from the Town's insurance provider and FEMA. The Hurricane Ian fund will close after all repairs are complete and all eligible reimbursements have been received. Note that the amended final budget for FY 24/25 now includes the receipt of \$45,400 from the Town's insurance carrier, increasing the total amount received to \$105,497, all of which will be transferred to the Disaster Recovery Fund at the end of the current fiscal year.

Disaster Recovery Fund – 008

This fund was established in 2024 to save money for future hurricanes and other disasters. It was used to make the initial repair payments after Hurricane Milton in 2024 until the eligible expenses could be reimbursed by FEMA and insurance. Out of the \$249,541 in eligible expenses, the Town has already received \$185,780 from FEMA and \$38,813 from insurance. Another \$105,497 is being transferred to this fund from the Hurricane Ian fund at the end of FY 24/25. In FY 25/26, staff expects to receive the last amount of \$27,960, which will be transferred into the reserves for this fund.

Tree Bank Fund - 141

This is a restricted fund for monies received from tree removal on private properties when on-site tree mitigation cannot occur. This fund's budget includes \$4,000 for replacement tree plantings as needed.

Sidewalk Fund - 143

This is a restricted fund for monies received when it is not feasible or practical for developers to add a sidewalk in front of 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 with new development to improve the Town's parks and recreation facilities. The Town charges \$347.81 per new single-family dwelling and \$262.88 per new multi-family unit. Per Council direction, the \$180,000 "signing bonus" recently received from the new cell tower lease with Cingular Wireless PCS, LLC has been deposited into this account, and will be used to pay for the \$20,000 tennis court resurfacing.

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 held at the Center. There is a General Fund transfer proposed in the amount of \$62,825 for FY 25/26, most of which will be used for replacement cabinets, counter tops, fans, lights, carpet, flooring, and a replacement ground sign.

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 it charges fees only for classes, so its operations must be funded through transfers from the General Fund. This year, a transfer of \$63,971 is proposed to fund basic operations. An additional transfer of \$6,084 is proposed

from existing museum fund reserves to replace the plexiglass at the Hasty Cottage and install the new Cocoa Bill historic marker, both of which were recommended by the Cultural Services Board.

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 25/26 will be the final 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 was the final year of this 20-year loan.

Land Acquisition Fund - 302

This restricted fund was established in 2003 to as a means to purchase public lands, build public facilities, and pay for related professional services without using ad valorem tax revenue. The fund has historically been used to pay for the 20-year Town Hall loan, purchasing property to expand the Public Works facility, redevelopment and enhancements at Pollard Park and Davies Park, and the Town Hall/Clerk's office remodel and new conference room. On April 17, 2025, via Ordinance 2025-02, the Town Council amended the restricting language of this fund to allow the Council to authorize other types of purchases, such as the new Quint 75 fire apparatus. The enabling language under Code of Ordinances Section 2-322 now reads as follows:

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. 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.

For FY 25/26, the fund is proposed to pay for a site feasibility study for the replacement fire station, including an examination of alternatives (\$50,000); completion of the design and construction for the replacement of Public Works Building "B" (\$157,460 carryover); the purchase of undeveloped property for future stormwater improvements (\$360,000); and reshaping/expanding the Beach Street stormwater pond to add storage capacity (\$19,000). It also includes transfers to the Public Safety Equipment fund for the first annual payment on the Quint 75 fire apparatus and buyout of leased vehicles from the Fire and Public Works accounts (\$230,900). Per Council direction, the replacement police patrol vehicle will no longer be funded out of this account (via transfer to the Public Safety Equipment fund), but will be leased (from the General Fund) instead.

Public Safety Equipment Fund (aka Capital Fire Equipment Fund) – 305

This fund was originally 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 the time comes, it can have a highly disproportionate impact on a single year's budget. In the past, it has been used to purchase Self-Contained Breathing Apparatus (SCBA) gear and replacement Monitors/Defibrillators for the Fire Department. Staff is proposing to rename this fund to broaden and more accurately describe its range of uses. The fund was established through adoption of the budget ordinance in the year it was created. It can therefore be changed through the same process. In FY 25/26 the fund is proposed to be used for the first of seven annual \$210,000 payments for the 75' Quint fire apparatus, plus the buyout of two leased vehicles from Fire and Public Works. The Public Safety Equipment fund is a savings account and does not have its own source of revenue. For these purchases, funds are proposed to be transferred from the Land Acquisition Fund (\$230,900) and existing fund reserves (\$20,000). In addition, the fund now includes \$58,980 carried forward from FY 24/25 to complete the installation of the replacement fire station generator.

Capital Facility Maintenance and Equipment Fund (aka Capital Facility Maintenance Fund) – 307

This fund was established at the direction of Council for the purpose of building a reserve for capital maintenance and repair needs of various Town facilities and equipment (e.g., air conditioners, generators, etc.). In previous years, it was used to repair and replace the Town Hall HVAC evaporator coil, the Police Department HVAC heater, and the Fire Department HVAC system. Staff is proposing to rename this fund to broaden and more accurately describe its range of uses. The fund was established through adoption of the budget ordinance in the year it was created, and can therefore be changed through the same process. In FY 25/26 the fund is proposed to be used for replacing the HVAC unit at the Police Station, which is the original unit installed when the building was constructed 19 years ago. The Capital Facility Maintenance and Equipment fund is a savings account and does not have its own source of revenue. For this purchase, funds are proposed to be transferred from the Economic Impact Fund (\$25,000) and existing fund reserves (\$23,000).

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, and the fund is ready to be closed out once staff receives the OK from our auditors.

Economic Impact Fund - 310

This fund was initially created to segregate the one-time receipt and expenditures of American Rescue Fund Act (ARPA) money. The Town Council allocated these funds through Resolution 2022-06 for design of the septic-to-sewer master plan, Energov software and hardware (servers), and for the S. Peninsula sidewalk project. In FY 24/25, \$122,000 was allocated to pay for the replacement backhoe for Public Works (via transfer in equal parts to the Public Works and Water operating accounts). In FY 25/26, \$18,400 is proposed to be carried forward from FY 24/25 to complete the Energov software update. Another \$25,000 is proposed for transfer to the Capital Facility Maintenance and Equipment Fund, while another \$14,450 will pay for expenses related to the septic-to-sewer project.

South Peninsula Drive Sidewalk Grant Match Fund – 311

The Town has pledged a 15% match for the design and construction of this project. Per the Town's interlocal agreement with Volusia County, the Town will be able to fulfill its 15% match requirement by paying for 100% of the survey and design costs. The agreement also requires the Town to reimburse County staff for its time to manage the project on the Town's behalf. By the end of FY 24/25, the Town will have reimbursed the County for \$184,210 in surveying and initial design costs, and \$80,600 for staff administrative cost. For FY 25/26, the Town expects to pay the remainder of the design costs

(970,390) and another \$25,000 for County staff time. The necessary monies are currently available in the reserve account for this Fund.

Septic-to-Sewer Phases 1 and 2 – 312

This fund was created in FY 24/25 to manage the \$10.4 million SRF loan (100% principal forgiveness) from FDEP and construction expenditures for this project. The loan agreement with FDEP was executed in September 2024. However, FDEP has since requested additional revisions to the plans and application documents to ensure eligibility of the project with the SAHFI (Supplemental Appropriation for Hurricanes Fiona and Ian) program. Once finalized, 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 (\$5,214,450) proposed for funding in FY 25/26.

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, including personnel, vehicles, and equipment. It also covers the payment to the City of Port Orange for the wholesale purchase of water (\$935,000) for all of the Town's water customers, and the debt service for the 2016 water system improvement project (\$62,000/year). 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 in FY 24/25 for that purpose. Also proposed for FY 25/26 is \$20,450 to buy out the lease of the 2023 Silverado Public Works Department vehicle when the lease ends in June 2026, and \$104,900 for transfer to the R&R Fund. The Water fund also helps pay part of the I.T. budget (\$25,000 transfer to General Fund) and 100% of the annual loan payments for the water system improvements debt service (\$62,000) via transfer to the 411 Fund.

Refuse Fund - 402

This fund operates as a semi-enterprise fund to segregate the Town's waste collection revenues and expenditures. The Town's rates have historically been set to cover the cost of its contracted waste hauler, annual payments for a portion of the stormwater debt service and to fund a hazardous waste pick-up and paper shredding event for residents every 1-2 years. The Town's current contract with Waste Pro began in 2019 and was renewed last year for an additional five years. Waste Pro annually notifies the Town of its rate increases, which this year would have caused a small operating deficit in future years if not addressed. In August 2025, via Resolution 2025-11, the Town increased its collection rates to \$37.50/month to cover the increased Waste Pro rates along with increased fuel costs and landfill tipping fees. The new rate will be sufficient to pay for the final payment for the stormwater debt service (\$12,500 per year), along with a \$22,320 transfer to the General Fund. The new rate will allow the Town to host a hazardous waste pickup and paper shredding event in FY 26/27.

Sewer Fund - 403

This fund operates as a semi-enterprise fund to partition the sewer revenues and impact fees collected by the Town for a direct pass-through payment to the City of Port Orange. Per interlocal agreement, sewer rates are set by the City of Port Orange and are 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 1, 2026. The Town receives an administrative fee from Port Orange to process payments. For FY 25/26, the \$25,279 administrative fee will first be used to meet the final annual pledge of \$12,500 for the Town's stormwater debt service obligation, while the remainder is transferred to the General Fund to support the administration of this billing service.

Water Expansion Fund - 404

This is a restricted fund for impact fees assessed to support the Town's water system infrastructure. Monies received from this impact fee can only be expended for making major emergency repairs, extending or oversizing water lines, separating or constructing new additions to the distribution system, paying any fees required by contractual agreement, or for the expansion, improvement and maintenance of the operation and administration of the water system. The Town increased its impact fees and connection fees last year to match recent increases by the City of Port Orange.

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 a savings account 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. For FY 25/26, a transfer of \$104,900 is proposed to the Water operating fund to replace 3 fire hydrants (per schedule) and 15 Town-owned backflow preventers, along with repair and maintenance expenses.

Debt Service – Water System Improvements Fund – 411

This fund was established in 2017 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 (\$62,000/year). FY 25/26 will be the 9th year of this 20-year loan, which has a 1.01% interest rate.

Conclusion

The budget for Fiscal Year 25/26 is balanced with a proposed millage rate of **6.25**, which is the same rate proposed by staff at the July 15, 2025 budget workshop and September 3, 2025 budget hearing. The budget is intended to maintain or enhance the level of service provided by the Town government to its residents and property owners, as directed by the Town Council. At a 95% collection rate, the proposed millage will produce \$8,281,730 in ad valorem revenue, which is \$92,778 more than the current fiscal year. The Town's current millage rate in FY 24/25 is 6.4559 and the rolled-back rate (RBR) for FY 25/26 is 6.2180. The proposed millage rate of 6.25 is 0.51% above RBR. Each one-tenth mill equals \$132,508 in revenue at a 95% collection rate.

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, Board members, the Town Council, and the public. Operational needs, level of service, and quality of life, are all considerations in the balancing process. We welcome your questions, comments, and direction as we conclude this annual millage rate and budget adoption process.

Attachments:

1. Summary of the Town's Reserve Funds (April 2025)
2. Millage rate projected revenue calculations for FY 25/26
3. General impact of millage rate at 6.25 mills
4. Carry-forward budget requests

ATTACHMENT 1

Town of Ponce Inlet Reserve Analysis (April 2025)

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	Fund Balance 24/25
General Fund	Non-Restricted	\$ 2,808,484	\$ 3,405,223	\$ 4,035,916	\$ 4,048,698	\$ 4,190,777	\$ 5,349,837
Old Gas Tax (.06)	Restricted	\$ 84,930	\$ 88,278	\$ 98,529	\$ 98,082	\$ 89,115	\$ 77,205
New Gas Tax (.05)	Restricted	\$ 411,517	\$ 470,268	\$ 433,304	\$ 487,462	\$ 538,304	\$ 588,925
Donations	Restricted	\$ 3,625	\$ 3,617	\$ 6,423	\$ 8,188	\$ 8,566	\$ 10,241
Hurricane Ian	Assigned	n/a	n/a	n/a	-	\$ 123,842	\$ 60,097
Disaster Recovery Fund	Restricted	n/a	n/a	n/a	n/a	-	\$ 100,000
Tree Bank	Restricted	\$ 15,947	\$ 22,855	\$ 26,791	\$ 27,760	\$ 44,085	\$ 61,985
Sidewalk	Restricted	\$ 44,863	\$ 56,246	\$ 70,453	\$ 76,824	\$ 90,787	\$ 94,061
Parks & Recreation	Restricted	\$ 11,116	\$ 14,594	\$ 20,856	\$ 24,682	\$ 27,812	\$ 30,594
Community Center	Non-Restricted	\$ 5,388	\$ 26,434	\$ 57,100	\$ 23,737	\$ 25,717	\$ 28,529
Historical Museum	Non-Restricted	\$ 18,697	\$ 19,648	\$ 21,978	\$ 22,383	\$ 14,670	\$ 37,237
Police Education	Restricted	\$ 10,643	\$ 11,237	\$ 12,566	\$ 13,623	\$ 14,853	\$ 16,195
Stormwater Loan	Debt Service	\$ 2,630	\$ 2,729	\$ 2,727	\$ 2,725	\$ 2,723	\$ 2,721
Town Hall Loan	Debt Service	\$ 2,409	\$ 2,409	\$ 2,408	\$ 1,581	\$ 1,221	\$ 821
Land Acquisition Fund	Committed	\$ 124,805	\$ 167,230	\$ 302,799	\$ 464,357	\$ 439,546	\$ 644,649
Capital Fire Equipment Fund	Restricted	\$ 150,000	\$ 200,000	\$ 29,400	\$ 229,400	\$ 115,830	\$ 115,830
Capital Facility Maintenance Fund	Assigned	n/a	\$ 25,000	\$ 50,000	\$ 75,000	\$ 82,760	\$ 54,860
Ponce de Leon Septic-to-Sewer Project	Grant Project	n/a	n/a	\$ 31,841	\$ (40,374)	\$ (21,155)	\$ (21,155)
Economic Impact Fund	Restricted	n/a	n/a	n/a	\$ 1,214,036	\$ 266,002	\$ 182,798
S. Peninsula Dr. Sidewalk	Assigned	n/a	n/a	n/a	\$ 150,000	\$ 802,756	\$ 1,100,703
Septic-to-Sewer Project	Restricted	n/a	n/a	n/a	n/a	-	\$ 26,906
Water Operating & Maintenance Fund	Enterprise	\$ 1,009,119	\$ 1,288,818	\$ 1,042,489	\$ 1,022,330	\$ 850,862	\$ 1,001,169 *
Water O&M Fund (Capital Assets - Equity)	Enterprise			\$ 2,053,209	\$ 1,887,943	\$ 1,765,438	\$ 1,665,885
Refuse	Enterprise	\$ 27,986	\$ 36,744	\$ 45,649	\$ 31,384	\$ 6,389	\$ 14,070
Sewer	Enterprise	\$ 6,273	\$ 8,986	\$ 8,991	\$ 7,529	\$ 6,515	\$ 5,156
Water Expansion	Restricted	\$ 117,920	\$ 127,082	\$ 145,406	\$ 155,286	\$ 164,448	\$ 171,574
Water Repair & Replacement	Enterprise	n/a	n/a	n/a	n/a	-	\$ 49,741
Water System Improvements Loan	Debt Service	\$ 59,038	\$ 59,211	\$ 59,385	\$ 59,558	\$ 59,731	\$ 59,904
Total		\$ 4,915,390	\$ 6,036,609	\$ 8,558,220	\$ 10,092,194	\$ 9,711,681	\$ 11,530,538

*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 25/26

Based on certified tax estimates (Letter required by June 1st):				
Total taxable value of property is (take from Step 1)				1,394,817,683
Taxable value of new construction (take from Step 1)				10,639,115
Current year adjusted taxable value (A5-A6)				1,384,178,568
Prior year final gross taxable value (take from Jan 2024 letter)				1,333,167,714
multiply by prior year operating millage levy				6.4559
Prior year ad valorem proceeds: (current year)				8,606,797
Current year estimated rolled back-rate				6.2180
Proposed millage scenarios based on preliminary estimates:				
Proposed Millage Rate	Ad Valorem Proceeds	95% Proceeds	% Increase over RBR	
<u>7.0000</u>	9,763,724	9,275,538	12.58%	
<u>6.9000</u>	9,624,242	9,143,030	10.97%	
<u>6.8000</u>	9,484,760	9,010,522	9.36%	
<u>6.7000</u>	9,345,278	8,878,015	7.75%	
<u>6.6500</u>	9,275,538	8,811,761	6.95%	
<u>6.6250</u>	9,240,667	8,778,634	6.55%	
<u>6.6000</u>	9,205,797	8,745,507	6.14%	
<u>6.5900</u>	9,191,849	8,732,256	5.98%	
6.5000	9,066,315	8,612,999	4.54%	
6.4769	9,034,095	8,582,390	4.16%	
6.4559	9,004,803	8,554,563	3.83%	FY 24/25 Millage Rate
6.4402	8,982,905	8,533,760	3.57%	
6.4331	8,973,002	8,524,352	3.46%	
6.4173	8,950,964	8,503,415	3.21%	
6.4000	8,926,833	8,480,492	2.93%	
6.3500	8,857,092	8,414,238	2.12%	July Adopted Proposed Rate
6.2500	8,717,611	8,281,730	0.51%	Current Draft Budget Rate
6.2180	8,672,976	8,239,328	0.00%	Roll Back Rate
6.2779	8,756,526	8,318,700	0.96%	
6.2000	8,647,870	8,215,476	-0.29%	
6.1000	8,508,388	8,082,968	-1.90%	
6.0000	8,368,906	7,950,461	-3.51%	
5.9000	8,229,424	7,817,953	-5.11%	
5.8000	8,089,943	7,685,445	-6.72%	
5.7000	7,950,461	7,552,938	-8.33%	
5.6000	7,810,979	7,420,430	-9.94%	
5.5000	7,671,497	7,287,922	-11.55%	
5.4000	7,532,015	7,155,415	-13.16%	
5.3000	7,392,534	7,022,907	-14.76%	
0.1000	139,482	132,508	-98.39%	

ATTACHMENT 3

General Maximum Impact of Millage Rate - FY 25/26								
Proposed Rate	6.25							
Prior year tax rate	6.4559							
Homesteaded Properties currently assessed below market value								
2024 - Ponce Inlet Taxes				Proposed 2025- 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	\$6,133		\$1,030,000	\$980,000	\$6,125		(\$8)
\$750,000	\$700,000	\$4,519		\$772,500	\$722,500	\$4,516		(\$3)
\$500,000	\$450,000	\$2,905		\$515,000	\$465,000	\$2,906		\$1
\$375,000	\$325,000	\$2,098		\$386,250	\$336,250	\$2,102		\$4
\$250,000	\$200,000	\$1,291		\$257,500	\$207,500	\$1,297		\$6
Non-Homesteaded Properties currently assessed at prior year market rate								
2024 - Ponce Inlet Taxes				Proposed 2025 - Ponce Inlet Taxes				
Assessed Taxable Value		Taxes Paid to Ponce		10% Increase (Average Townwide)		Taxes Paid to Ponce		Difference
\$1,000,000		\$6,456		\$1,100,000		\$6,875		\$419
\$750,000		\$4,842		\$825,000		\$5,156		\$314
\$500,000		\$3,228		\$550,000		\$3,438		\$210
\$375,000		\$2,421		\$412,500		\$2,578		\$157
\$250,000		\$1,614		\$275,000		\$1,719		\$105

ATTACHMENT 4

Carry-forward Items to FY 25/26

Vendor	Department	Project	Amount	GL Account Number
Harbour Village	Legislative	Harbour Village Boardwalk Contribution	25,000.00	001-0011-511-9900
			25,000.00	
Mead & Hunt	Planning	2025 Standard Construction Detail	2,505.00	001-0015-515-3100
Brizaga	Planning	Adaptation Action Plan	44,000.00	001-0015-515-3100
			46,505.00	
Collective Water	Building	New Construction Stormwater Impacts	820.00	001-0024-524-3100
Schwalls Consulting, LLC	Building	CRS Review & Mapping	13,200.00	001-0024-524-3100
Schwalls Consulting, LLC	Building	EC Review	5,375.00	001-0024-524-3100
Tyler Technologies	Building	EPL & Boost	4,385.00	001-0024-524-5515
			23,780.00	
Collective Water	Public Works	Cost Est & Design for Stormwater Improvements	3,205.00	001-0039-538-3100
Sea Level Development	Public Works	Stormwater One-way Valve Project	44,400.00	001-0039-539-6400
			47,605.00	
Sunburst Construction	Parks & Rec	Timucuan Oaks Piling Repairs	16,455.00	001-0072-572-6300
USA Shade	Parks & Rec	Shade Fabric Replacement - Davie's Park	9,577.00	001-0072-572-6400
			26,032.00	
To be Determined	Land Acquisition	Building B Design	40,000.00	302-0302-519-3100
To be Determined	Land Acquisition	Building B Construction	117,460.00	302-0302-519-6200
			157,460.00	
Accurate Power and Technology	Public Safety Equipment	Fire Department Generator	58,980.00	305-0305-522-6400
			58,980.00	
Tyler Technologies	IT/Building	Energov Project E-Reviews	18,400.00	310-0310-516-3450
			18,400.00	
Total Carryovers to FY 25/26			403,762.00	
		001	168,922.00	
		302	157,460.00	
		305	58,980.00	
		310	18,400.00	
			403,762.00	

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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, 2025, and ending September 30, 2026; 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, 2025 through September 30, 2026 is **6.25 mills**, which equals \$6.25 per \$1,000 of assessed valuation for the purpose of raising income in the sum of \$8,281,730 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 6.2180 mills is 0.51%.

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 18th day of September 2025.

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 2023-2024 WHICH BEGAN ON OCTOBER 1, 2023 AND ENDED ON SEPTEMBER 30, 2024; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 WHICH BEGAN ON OCTOBER 1, 2024 AND ENDS ON SEPTEMBER 30, 2025; ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025-2026 WHICH WILL BEGIN ON OCTOBER 1, 2025 AND ENDS ON SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2023-2024 budget has been incorporated within to correspond exactly to its audit, as presented to the Town Council on April 17, 2025; 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 2024-2025, 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 2025-2026 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 2023-2024.

The Town's auditors presented a complete financial audit for Fiscal Year 2023-2024 to the Town Council on April 17, 2025, 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 2024-2025.

An end-of-year amendment to the budget of Fiscal Year 2024-2025 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 2025-2026.

The Town budget for the Fiscal Year 2025-2026 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 White 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 3rd day of September 2025.

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 18th day of September 2025.

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Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

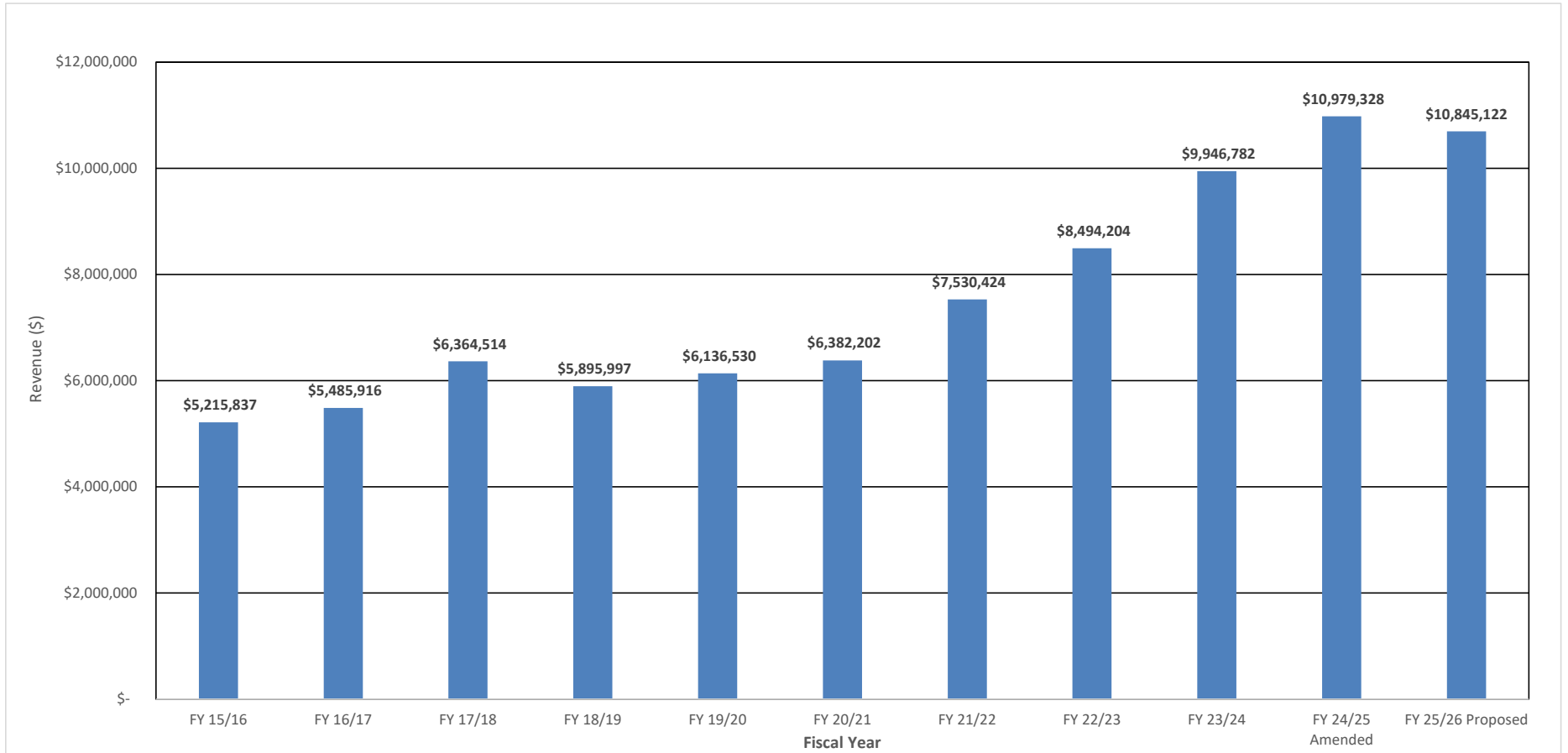
ATTEST:

Kim Cherbano, CMC
Town Clerk

TOWN OF PONCE INLET
FISCAL YEAR
2025/2026
BUDGET



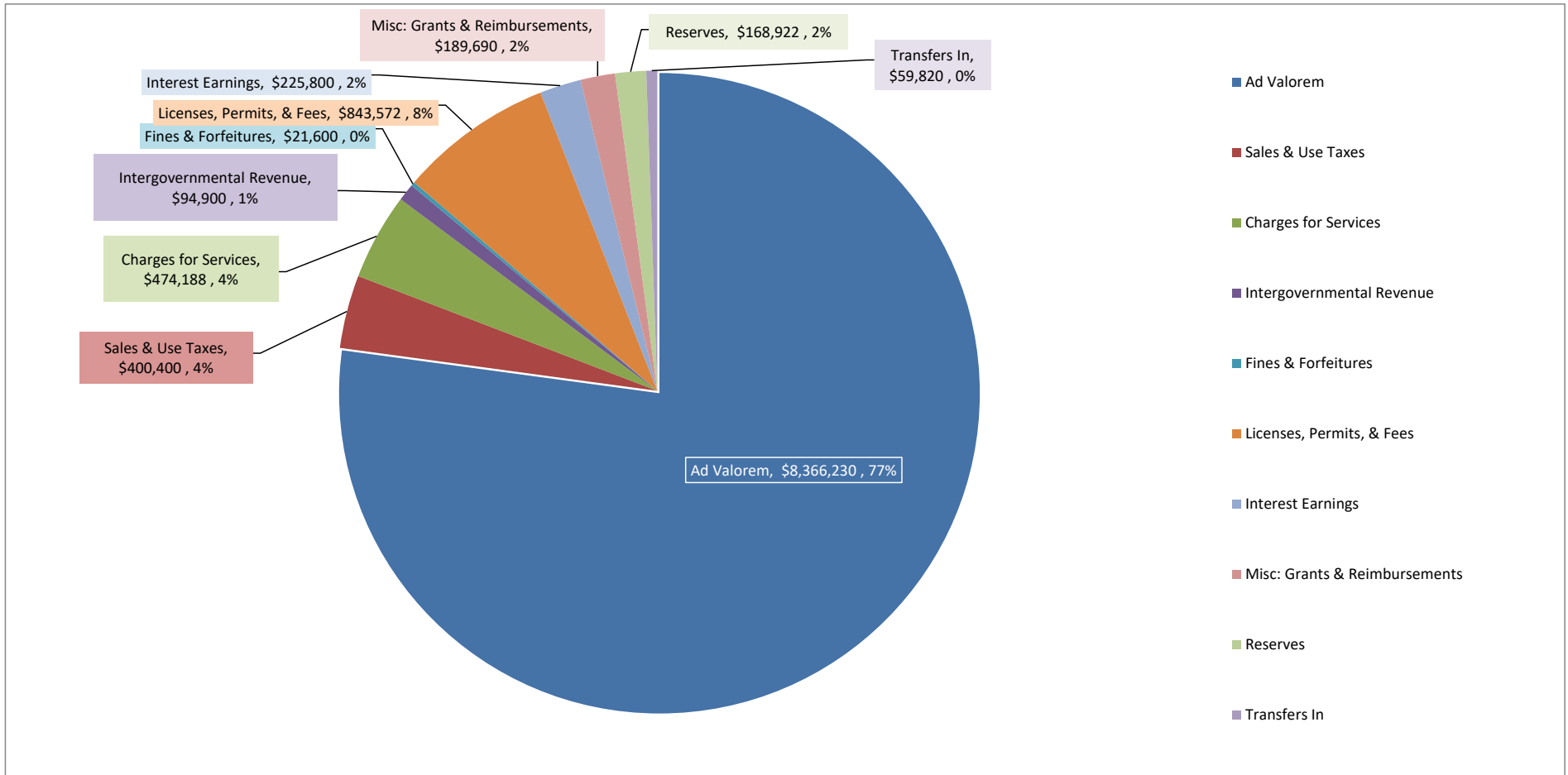
TEN YEAR BUDGET COMPARISON



FY 25/26 BUDGET SUMMARY

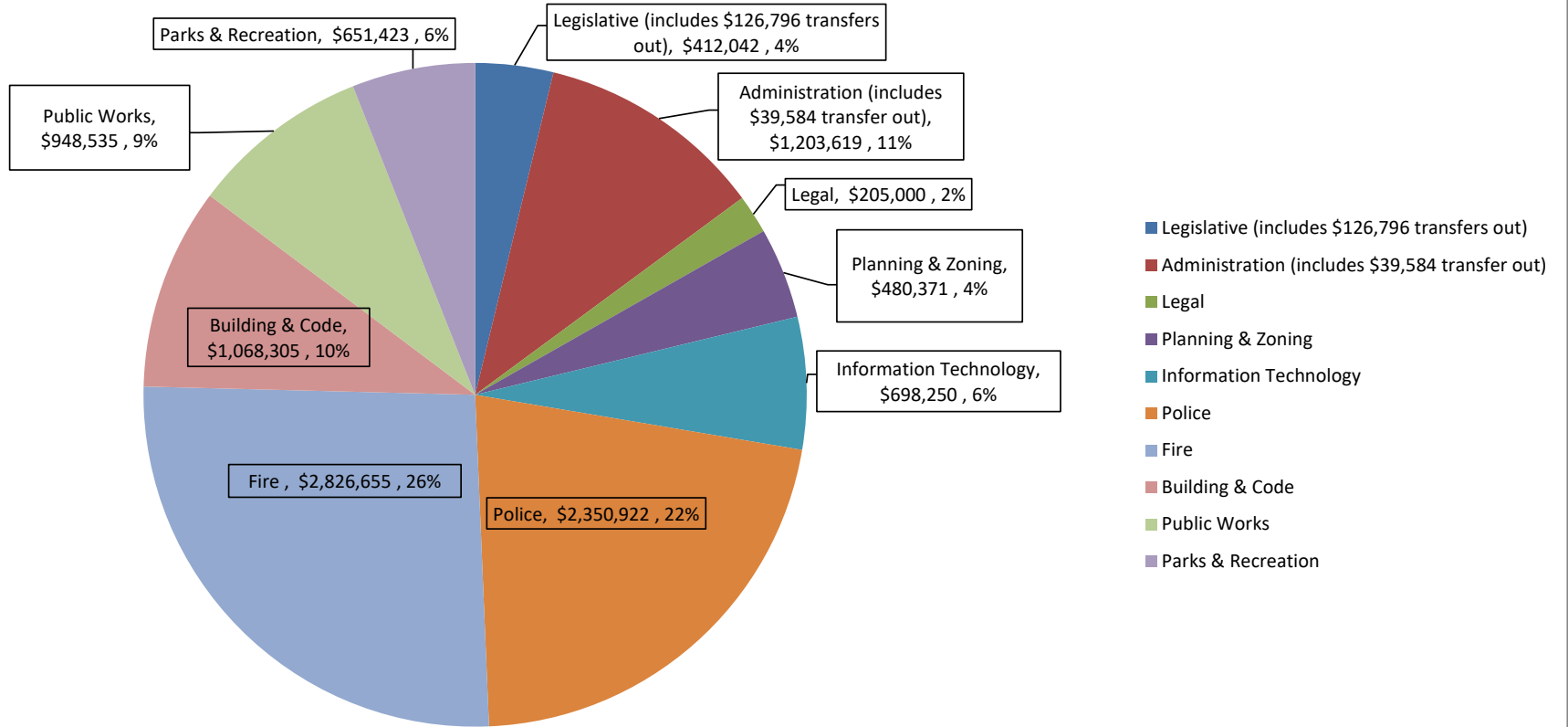
<u>General Fund:</u>		<u>Revenues</u>		
	Ad Valorem	\$	8,366,230	77.14%
	Sales & Use Taxes	\$	400,400	3.69%
	Charges for Services	\$	474,188	4.37%
	Intergovernmental Revenue	\$	94,900	0.88%
	Fines & Forfeitures	\$	21,600	0.20%
	Licenses, Permits, & Fees	\$	843,572	7.78%
	Interest Earnings	\$	225,800	2.08%
	Misc: Grants & Reimbursements	\$	189,690	1.75%
	Reserves	\$	168,922	1.56%
	Transfers In	\$	59,820	0.55%
	Total Revenue	\$	10,845,122	100.00%
	<u>Expenditures</u>			
	Legislative (includes \$126,796 transfers out)	\$	412,042	3.80%
	Administration (includes \$39,584 transfer out)	\$	1,203,619	11.10%
	Legal	\$	205,000	1.89%
	Planning & Zoning	\$	480,371	4.43%
	Information Technology	\$	698,250	6.44%
	Police	\$	2,350,922	21.68%
	Fire	\$	2,826,655	26.06%
	Building & Code	\$	1,068,305	9.85%
	Public Works	\$	948,535	8.75%
	Parks & Recreation	\$	651,423	6.01%
	Total Expenditures	\$	10,845,122	100.00%
<u>Special Funds:</u>				
	Old Gas Tax	\$	85,000	
	New Gas Tax	\$	44,600	
	Donations	\$	2,700	
	Hurricane Ian	\$	-	
	Disaster Recovery	\$	27,960	
	Tree Bank	\$	16,000	
	Sidewalk	\$	15,000	
	Parks & Recreation	\$	23,000	
	Community Center	\$	65,605	
	Historical Museum	\$	71,205	
	Police Education	\$	1,000	
	Stormwater Improvements Loan Repayment	\$	156,585	
	Town Hall Loan Repayment	\$	-	
	Land Acquisition Fund	\$	817,360	
	Capital Fire Equipment	\$	309,880	
	Capital Facility Maintenance	\$	48,000	
	Ponce de Leon Sewer Project	\$	-	
	Economic Impact Fund	\$	57,850	
	South Peninsula Drive Sidewalk Project	\$	995,390	
	Septic-to-Sewer Phase 1 & 2	\$	5,214,450	
	Water Operating & Maintenance	\$	1,934,635	
	Water Renewal & Replacement	\$	104,900	
	Refuse	\$	526,500	
	Sewer	\$	1,165,459	
	Water Expansion	\$	23,594	
	Water System Improvements Loan Repayment	\$	62,000	
	Total Special Funds	\$	11,768,673	

GENERAL FUND REVENUE CHART



GENERAL FUND REVENUE CHART

GENERAL FUND EXPENDITURE CHART



GENERAL FUND EXPENDITURE CHART

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0000-311-0000	AD VALOREM TAXES	7,319,670	8,188,952	8,188,952	8,188,952	8,281,730	Estimated millage rate of 6.2500 at 95%.
001-0000-311-1000	AD VALOREM-DELINQUENT	96,298	94,000	94,000	94,000	84,500	
001-0000-315-0000	COMMUNICATIONS SERVICE TAX	166,499	161,000	161,000	161,000	180,000	Estimated distribution from State Dept of Revenue
001-0000-316-0000	BUSINESS TAX RECEIPTS	9,318	9,250	9,250	8,250	8,250	Amplified Sound Permit Fees; Business Tax Receipts
001-0000-316-1000	BUSINESS TAX RECEIPTS-PENALTY	180	200	200	180	200	Business Tax Receipts - Penalty
001-0000-322-0000	BUILDING PERMITS	518,666	360,000	360,000	460,000	400,000	Building permits (8 single-family res; 2 additions, 1 commercial project)
001-0000-322-4000	TECHNOLOGY FEE	-	-	-	20,000	20,000	Technology Fee = 5% of permit fees
001-0000-323-1000	FRANCHISE FEE - ELECTRIC - FPL	311,049	281,870	281,870	281,870	328,200	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	1,200	500	500	1,100	1,200	Special events, garage sales, & misc
001-0000-329-1000	OTHER PERMITS - PLANNING & ZONING	5,260	8,000	8,000	6,000	8,000	Planning & Zoning application fees
001-0000-329-2000	FEES - RENTAL PROPERTY	176,500	174,000	174,000	36,000	76,422	Rental Permit fees
001-0000-329-3000	OTHER PERMITS - USE	950	1,000	1,000	800	800	Right-of-Way permits
001-0000-334-2000	STATE GRANT - PUBLIC SAFETY	1,939	2,000	2,000	2,000	1,400	Police Grants: NIJ (National Institute of Justice) Patrick Leahy Grant; BVP Grant.
001-0000-334-2005	STATE GRANT - PLANNING - FDEP	78,000	50,000	50,000	37,500	50,000	Grant reimbursement - Adaptation Action Plan
001-0000-334-2006	STATE GRANT - FDEM	-	20,000	20,000	20,000	-	
001-0000-335-1200	STATE REVENUE SHARING	102,122	113,500	113,500	95,000	90,000	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).
001-0000-335-1201	STATE REVENUE SHARING-SFRF	-	-	-	-	-	

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0000-335-1500	STATE ALCOHOL BEVERAGE LICENSE TAX	3,475	3,380	3,380	3,376	3,400	Estimate based upon historical receipt
001-0000-335-1800	STATE LOCAL GOVERNMENT HALF-CENT SALES TAX	222,696	225,100	225,100	225,100	217,000	Estimated distribution from State Dept of Revenue
001-0000-335-2100	STATE FIRE SUPP COMP - EDUC	8,839	8,500	8,500	8,500	8,900	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	-	-	-	-	-	
001-0000-335-4900	STATE OTHER TRANSPORTATION - FUEL TAX REIMBURSEMENT	3,582	3,000	3,000	3,000	3,500	Estimate based upon 1 yr historical receipt
001-0000-338-0000	COUNTY BUSINESS TAX RECEIPTS	271	-	-	-	-	County eliminated business tax receipts tax effective 1/1/24.
001-0000-342-1000	SERVICE CHARGE - POLICE OVERTIME	2,894	3,000	3,000	3,000	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
001-0000-342-5000	FIRE BUSINESS LICENSE FEES	4,050	3,900	3,900	4,050	4,000	Annual fire inspections for Business Tax Receipts
001-0000-342-5100	FIRE PROTECTION INSPECTION FEES (RENTALS)	6,350	6,000	6,000	4,500	4,400	Annual Fire Inspections for Rentals
001-0000-342-5200	RENTAL PROPERTY MAINTENANCE INSPECTION FEES	44,950	44,350	44,350	10,500	141,928	Property Maintenance Inspections
001-0000-342-6000	AMBULANCE FEES	275,201	255,000	255,000	257,000	273,000	
001-0000-342-9000	OTHER PUBLIC SAFETY CHARGES & FEES	10	150	150	10	10	Reports; Finger prints; Equipment checks;...
001-0000-342-9001	RADON & CERTIFICATION RECOVERY	1,248	1,700	1,700	1,700	1,400	
001-0000-347-2000	SERVICE CHARGE - PAVILLION RENTAL	490	650	650	650	650	Reservation of pavilions at town parks
001-0000-347-4000	SERVICE CHARGE - PUBLIC WORKS OVERTIME	105	200	200	600	700	Assistance during special events
001-0000-349-0000	OTHER CHARGES FOR SERVICE - ADMIN	6,466	7,500	7,500	5,500	4,000	Lien Search Fees
001-0000-349-2000	OTHER CHARGES FOR SERVICE - LIGHTHOUSE INSURANCE	71,144	64,543	64,543	64,543	71,000	Reimbursement from Lighthouse Association for actual cost of property insurance for all buildings on the lighthouse property
001-0000-351-1000	JUDGMENTS, FINES & FORFEITURES	12,184	10,000	10,000	10,000	10,000	

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0000-354-0000	FINES - LOCAL ORDINANCE VIOLATION - OTHER	31,755	5,000	5,000	52,000	5,000	Code Enforcement Liens
001-0000-354-1000	FINES - LOCAL ORDINANCE VIOLATION - PARKING	6,780	6,700	6,700	6,700	6,600	Parking Citations
001-0000-361-1000	INTEREST	69,435	45,000	45,000	95,000	77,400	
001-0000-361-1100	INTEREST - CD	106,216	100,000	100,000	100,000	70,400	Based on current CDs and maturity dates
001-0000-361-3000	NET INC (DEC) IN FAIR VAL - LGIP	134,221	91,000	91,000	91,000	78,000	
001-0000-362-0000	RENTS & ROYALTIES - CELL TOWER	23,185	23,186	23,186	36,000	36,000	Cell tower annual lease (FY 25/26 is the 1st year of the Second Amendment to 25-year lease that includes option to extend this agreement nine additional five year terms until August 22,2050); Community Center Lease (\$1).
001-0000-365-0000	SALE OF SURPLUS MAT & SCRAP	38,728	45,000	45,000	7,500	10,000	Sale of surplus equipment
001-0000-366-0000	DONATIONS - GENERAL	450	750	750	900	1,000	Donations for Volunteer Appreciation dinner
001-0000-366-1000	DONATIONS - CHILDREN ACTIVITIES	408	400	400	400	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	3,000	5,000	5,000	5,000	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	29,260	10,000	10,000	31,300	25,290	
001-0000-369-1000	OTHER MISC REVENUES	409	500	500	500	500	Misc unanticipated revenues
001-0000-369-2000	OTHER MISC REV - VLC REIMBURSEMENT	-	6,000	6,000	-	9,900	
001-0000-369-6000	SUNTRUST CREDIT CARD REBATE	17,578	7,500	7,500	6,300	6,300	
001-0000-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	387,072	387,072	387,072	168,922	Carryovers from FY 24/25: Harbour Village boardwalk contribution - \$25,000; 2025 Standard Construction Details Update - \$2,505; Adaptation Action Plan - \$44,000; Town Engineer code review for new construction stormwater impacts on exisiting properties, as requested by Town Council - \$820; Community Rating System review & mapping - \$13,200; Elevation Certificate review - \$5,375; Tyler EP&L Boost \$4,385; Cost estimate & design for stormwater improvements - \$3,205; Old Carriage Rd. stormwater project Ph2 - \$44,400; Timucuan Oaks Piling Repairs - \$16,455; Davie's Park shade fabric replacement - \$9,577.

**GENERAL FUND REVENUES
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	-	FY 24/25 fund balance is \$5,349,837; this amount along with other non-restricted monies equate to a total reserve of 219 days (60%), per FY 23/24 audit. The Town requirements: minimum = 25% & maximum = 75%).
001-0000-382-0000	TRANSFER FROM ENTERPRISE FUNDS	36,500	14,300	14,300	14,300	34,820	Estimated transfer of surplus revenue for admin costs from sewer.
001-0000-382-9145	TRANSFER FROM COMMUNITY CENTER	-	-	15,610	15,610	-	
001-0000-382-9146	TRANSFER FROM MUSEUM			12,060	12,060	-	
001-0000-382-9305	TRANSFER FROM CAPITAL FIRE EQUIPMENT FUND	-	-	-	-	-	
001-0000-382-9307	TRANSFER FROM CAPITAL FACILITY MAINTENANCE FUND	27,900	-	-	-	-	
001-0000-382-9310	TRANSFER FROM ECONOMIC IMPACT FUND	-	-	61,000	61,000	-	
001-0000-382-9401	TRANSFER FROM FUND 401 (WATER)	35,710	35,005	35,005	35,005	25,000	Estimated for IT Expenses
	TOTAL GENERAL FUND REVENUES	10,020,141	10,890,658	10,979,328	10,979,328	10,845,122	
	TOTAL GENERAL FUND EXPENSES	10,020,142	10,890,658	10,979,328	10,979,328	10,845,122	

**LEGISLATIVE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0011-511-1100	EXECUTIVE SALARIES	64,308	67,524	67,524	67,524	70,900	Mayor, Vice Mayor, and 3 Councilmembers; equal to 5% increase for employees for previous 12 months, per Res. 2006-01
001-0011-511-2100	FICA	4,920	5,166	5,166	5,166	5,424	
001-0011-511-2400	WORKERS COMPENSATION	1,518	1,733	1,733	1,733	1,437	Department share of Worker's Comp Insurance
001-0011-511-3100	PROFESSIONAL SERVICES	31,500	36,000	36,000	36,000	36,000	Government Affairs Consultant
001-0011-511-4000	TRAVEL AND PER DIEM	4,057	4,180	4,180	4,180	4,400	Travel Expenses for Training
001-0011-511-4300	UTILITY SERVICES	11,283	12,400	12,400	12,400	12,780	Charges for utilities
001-0011-511-4500	INSURANCE - GENERAL	79,916	79,475	79,475	79,475	80,100	Department share of General Insurance Package
001-0011-511-4700	PRINTING & BINDING	303	363	363	363	365	Business cards, nameplates, etc.
001-0011-511-4800	PROMOTIONAL ACTIVITIES	3,482	4,975	4,975	4,975	6,025	Recognition for volunteers, refreshments for Council workshops. Partially offset by vendor sponsorships
001-0011-511-4810	PROMOTIONAL ACTIVITIES - BOARD APPRECIATION	3,698	3,600	3,600	3,600	4,675	Annual Volunteer Dinner. Partially offset by vendor sponsorships.
001-0011-511-4830	PROMOTIONAL ACTIVITIES - VLOC DINNER	-	-	-	-	10,000	Member cities host VLOC dinner once every 3 years; VLOC to contribute \$2,000 plus \$40 per paid ticket (\$7,600 total), with the remainder partially offset by vendor sponsorships
001-0011-511-5100	OFFICE SUPPLIES	1,194	2,550	2,550	2,550	1,453	Office Supplies
001-0011-511-5200	OPERATING SUPPLIES	202	950	950	950	950	Operating Supplies
001-0011-511-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	2,857	4,775	4,775	4,775	4,925	TPO, FLOC, VLOC, VCARD, FL League of Mayors, Team Volusia
001-0011-511-5500	TRAINING - LEGISLATIVE	1,028	1,620	1,620	1,620	1,625	FLOC Conference, FL Legislative Days
001-0011-511-8200	HOMELESS ASSISTANCE	14,187	14,187	14,187	14,187	14,187	First Step Shelter
001-0011-511-8210	DONATION - NEWSLETTER	4,000	4,000	4,000	4,000	4,000	C4PI Newsletter

**LEGISLATIVE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0011-511-8220	DONATION - MISC REQUESTS	-	1,000	1,000	1,000	1,000	Miscellaneous donations per Resolution 2008-02
001-0011-511-9008	TRANSFER TO DISASTER RECOVERY FUND (008)	100,000				-	
001-0011-511-9145	TRANSFER TO COMMUNITY CENTER FUND - 145	27,372	71,680	71,680	71,680	62,825	
001-0011-511-9146	TRANSFER TO MUSEUM FUND - 146	58,501	114,200	114,200	114,200	63,971	
001-011-511-9402	TRANSFER TO REFUSE FUND - 402	-	-	-	-	-	
001-0011-511-9900	G/F CONTINGENCY	1,159,060	25,000	25,000	25,000	25,000	Harbour Village boardwalk contribution carryover - \$25,000
	TOTAL	1,573,386	455,378	455,378	455,378	412,042	

**ADMINISTRATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0013-513-1100	EXECUTIVE SALARIES	326,159	374,820	374,820	374,820	385,966	4 employees - Town Manager (85%), Finance Director (60%) Human Resources Director/Town Clerk (100%) & Asst. Finance Director (85%)
001-0013-513-1200	REGULAR SALARIES	218,945	271,234	271,234	271,234	281,065	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	9,102	21,000	6,000	6,000	6,000	Overtime for audio assistant & recording secretary for Council & Board mtgs
001-0013-513-1500	INCENTIVE PAY - ACCOUNTING SOFTWARE TRAINING STIPEND	5,000	5,000	5,000	5,000	5,000	Accounting Software Trainer & Liaison
001-0013-513-1501	INCENTIVE PAY - ADA COORDINATOR STIPEND	1,731	2,500	2,500	2,500	2,500	ADA Coordinator designation - now required for agencies of 50+ employees
001-0013-513-2100	FICA	41,405	52,436	52,436	52,436	52,741	
001-0013-513-2200	RETIREMENT	138,721	155,723	155,723	155,723	161,030	General emp 14.03%; Senior mgmt 34.69%
001-0013-513-2301	HEALTH INSURANCE	54,895	66,588	66,588	66,588	72,860	
001-0013-513-2302	DENTAL INSURANCE	1,285	1,489	1,489	1,489	1,489	
001-0013-513-2303	LIFE AND DISABILITY INSURANCE	3,839	5,275	5,275	5,275	5,877	
001-0013-513-2304	VISION INSURANCE	339	391	391	391	394	
001-0013-513-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	125	154	154	154	155	
001-0013-513-2400	WORKERS' COMPENSATION	2,530	3,020	3,020	3,020	2,873	Department share of Worker's Comp Ins
001-0013-513-3100	PROFESSIONAL SERVICES	20,067	43,900	43,900	43,900	18,000	Finance, grants, investment, and HR Services
001-0013-513-3200	ACCOUNTING & AUDITING	40,893	44,000	44,000	44,000	45,650	Auditing & Accounting Services
001-0013-513-3400	CONTRACTUAL SERVICES - FIRE ALARM	395	400	400	400	400	Fire alarm monitoring
001-0013-513-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	2,919	3,600	3,600	3,600	3,600	Off-site storage/document shredding
001-0013-513-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	2,052	2,100	2,100	2,100	2,100	Imaging documents for permanent retention and online availability
001-0013-513-3440	CONTRACTUAL SERVICES - MUNICODE	5,382	7,600	7,600	7,600	7,900	Monthly ordinance updates & quarterly electronic updates to Municode Online
001-0013-513-4000	TRAVEL AND PER DIEM	7,366	15,150	15,150	15,150	16,070	Travel & per diem for professional training

**ADMINISTRATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0013-513-4020	AUTOMOBILE ALLOWANCE	8,460	11,340	11,340	11,340	11,340	Auto Allowance
001-0013-513-4200	POSTAGE SERVICES	2,627	3,285	3,285	3,285	3,285	Postage
001-0013-513-4300	UTILITY SERVICES	11,291	12,400	12,400	12,400	12,780	Electric & water usage
001-0013-513-4400	RENTALS AND LEASES	363	400	400	400	400	Postage machine lease
001-0013-513-4500	INSURANCE - GENERAL	11,624	11,100	11,100	11,100	11,100	Department share of General Insurance Package
001-0013-513-4600	REPAIR AND MAINTENANCE	1,065	2,450	2,450	2,450	-	
001-0013-513-4700	PRINTING AND BINDING	1,155	1,575	1,575	1,575	1,600	Tax Forms, utility bills & checks
001-0013-513-4800	PROMOTIONAL ACTIVITIES	925	2,000	2,000	3,500	2,000	Longevity awards, outreach
001-0013-513-4900	OTHER CHARGES AND OBLIGATIONS - LEGAL ADS	4,745	7,000	7,000	7,000	6,500	Legal ads
001-0013-513-4930	OTHER CHARGES AND OBLIGATIONS - ELECTION	688	7,000	7,000	5,500	7,000	Election expenses
001-0013-513-4950	BANK SERVICE FEES	149	250	250	250	250	Stop Payment bank fees
001-0013-513-5100	OFFICE SUPPLIES	3,091	3,943	3,943	3,943	3,900	Miscellaneous office supplies
001-0013-513-5200	OPERATING SUPPLIES	7,651	5,000	5,000	5,000	5,000	Miscellaneous operating supplies
001-0013-513-5250	NON-CAPITALIZED EQUIPMENT	3,191	2,050	2,050	1,858	2,000	Office furniture
001-0013-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	4,265	4,350	4,350	4,542	5,075	Professional memberships & subscriptions
001-0013-513-5500	TRAINING	8,115	15,725	15,725	15,725	18,135	Professional training for administrative staff
001-0013-513-5520	TRAINING - TUITION REIMBURSEMENT	-	-	-	-	2,000	Educations Reimbursements
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		992,139	1,205,832	1,190,832	1,190,832	1,203,619	

**LEGAL
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0014-514-3100	LEGAL SERVICES - GENERAL	156,541	195,000	195,000	195,000	150,000	General Representation & Litigation
001-0014-514-3110	LEGAL SERVICES - CODE ENFORCEMENT	3,062	10,000	10,000	10,000	5,000	Code Enforcement Special Magistrate Attorney
001-0014-514-3120	LEGAL SERVICES - LABOR	22,570	50,000	50,000	50,000	50,000	Employment Law Attorney
	TOTAL	182,173	255,000	255,000	255,000	205,000	

**PLANNING AND ZONING
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0015-515-1100	EXECUTIVE SALARIES	101,293	143,707	143,707	143,707	148,019	Planning & Development Director - 50% (split with Building dept); Principal Planner - 100%
001-0015-515-1200	REGULAR SALARIES	38,522	68,350	60,650	60,650	83,554	Senior Planner
001-0015-515-1400	OT	-	-	-	-	-	
001-0015-515-2100	FICA	12,154	17,902	17,902	17,902	17,864	
001-0015-515-2200	RETIREMENT	23,882	43,002	43,002	43,002	44,085	General emp 14.03%; Senior mgmt 34.69%
001-0015-515-2301	HEALTH INSURANCE	13,422	20,552	20,552	20,552	22,490	
001-0015-515-2302	DENTAL INSURANCE	258	459	459	459	459	
001-0015-515-2303	LIFE AND DISABILITY INSURANCE	1,125	1,566	1,566	1,566	1,777	
001-0015-515-2304	VISION INSURANCE	80	121	121	121	122	
001-0015-515-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	29	47	47	47	48	
001-0015-515-2400	WORKERS' COMP	2,025	2,420	2,420	2,420	2,873	Department share of Worker's Comp Ins
001-0015-515-3100	PROFESSIONAL SERVICES	12,441	86,252	93,752	93,752	81,505	Planning & engineering Consultant Services; Includes 2025 Standard Construction Detail Update carryover - \$2,505; Adaptation Action Plan carryover - \$44,000
001-0015-515-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	2,437	2,300	2,300	2,800	2,500	Off-site storage
001-0015-515-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	439	1,100	1,100	1,100	1,100	Records management
001-0015-515-4000	TRAVEL AND PER DIEM	3,579	3,768	3,768	3,268	6,965	Educational training for Planning & Zoning Staff (FPZA, APA, APA-FL)
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	1,181	1,150	1,150	1,650	1,150	Postage
001-0015-515-4300	UTILITY SERVICES	11,291	12,400	12,400	12,400	12,780	Water & Electric
001-0015-515-4400	RENTALS & LEASES	127	130	130	130	130	Postage Machine Lease
001-0015-515-4500	INSURANCE - GENERAL	10,171	10,450	10,450	10,450	10,520	Department share of general insurance package
001-0015-515-4600	REPAIR & MAINTENANCE	755	792	792	792	300	Office equipment repairs as needed
001-0015-515-4700	PRINTING AND BINDING	2,434	750	750	350	750	Office forms and business cards
001-0015-515-4900	OTHER CHARGES AND OBLIGATIONS	3,498	6,000	6,000	8,100	3,500	Legal publications - News Journal advertising for employee positions & public records recording
001-0015-515-4950	BANK SERVICE FEES	13,345	14,060	14,060	14,060	14,060	On-line Payments

**PLANNING AND ZONING
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0015-515-5100	OFFICE SUPPLIES	2,359	2,000	2,000	2,000	2,000	Office Supplies
001-0015-515-5200	OPERATING SUPPLIES	1,538	2,250	2,250	2,250	1,250	Replacement of new Town shirts, safety boots for Town Employees
001-0015-515-5250	NON-CAPITAL EQUIPMENT	3,449	750	750	-	750	
001-0015-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	3,024	4,895	4,895	3,445	5,395	Memberships for department staff
001-0015-515-5500	TRAINING	1,535	3,269	3,269	3,269	12,475	Education training for Planning & Zoning staff (FPZA, APA, APA FL, Tyler training)
001-0015-515-6400	MACHINE & EQUIPMENT	-	3,010	3,010	3,010	-	
001-0015-515-9311	TRANSFER TO SOUTH PENINSULA DRIVE SIDEWALK FUND - 311	184,498	170,000	170,000	170,000	-	
TOTALS		452,016	625,402	625,202	625,202	480,371	

**INFORMATION TECHNOLOGY
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0016-516-1100	EXECUTIVE SALARIES	92,224	94,361	94,361	94,361	97,192	IT Director
001-0016-516-1200	REGULAR SALARIES	59,624	60,840	60,840	60,840	62,666	IT Technician
001-0016-516-1400	OVERTIME	42	658	658	658	658	
001-0016-516-1500	INCENTIVE PAY - IT STIPEND	10,000	11,634	11,634	11,634	10,000	Stipends for additional responsibilities regarding IT and also for website maintenance.
001-0016-516-2100	FICA	12,536	12,711	12,711	12,711	13,067	
001-0016-516-2200	RETIREMENT	22,168	21,712	21,712	21,712	22,919	General emp 14.03%
001-0016-516-2301	HEALTH INSURANCE	15,182	17,165	17,165	17,165	17,990	
001-0016-516-2302	DENTAL INSURANCE	342	368	368	368	368	
001-0016-516-2303	LIFE AND DISABILITY INSURANCE	1,238	1,307	1,307	1,307	1,468	
001-0016-516-2304	VISION INSURANCE	90	96	96	96	97	
001-0016-516-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	38	38	38	38	38	
001-0016-516-2400	WORKERS COMP	1,316	1,570	1,570	1,570	1,437	Department share of Worker's Comp Ins
001-0016-516-3100	PROFESSIONAL SERVICES	17,638	15,000	15,000	15,000	14,000	Includes specialized 3rd-party consultation, configuration, and remote application support services for networking, access control, GIS, and other services.
001-0016-516-3110	PROFESSIONAL SERVICES - GIS	5,459	3,800	3,800	3,800		Budgeted in 3100 account
001-0016-516-3450	CONTRACTUAL SERVICES - COMPUTER	175,007	230,926	230,926	227,426	236,600	Includes all contractual technology services utilized by all Town departments.
001-0016-516-3455	CONTRACTUAL SERVICES - AXON	18,735	12,200	12,200	12,200	12,600	This account includes specific contractual technologies for Axon body cameras and tasers plus cloud storage maintenance and support.
001-0016-516-4000	TRAVEL AND PER DIEM	-	3,100	3,100	3,100	2,500	Includes traveling expenditures towards remote or offsite training and professional development.
001-0016-516-4020	AUTOMOBILE ALLOWANCE	7,800	7,800	7,800	7,800	7,800	IT Director & IT Technician

**INFORMATION TECHNOLOGY
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0016-516-4100	COMMUNICATION SERVICES - PHONE / INTERNET	55,531	62,280	62,280	62,280	62,300	This account includes all the Town's managed internet, networking & telephone-related services, including site-to-site connectivity.
001-0016-516-4110	COMMUNICATION SERVICES - CELL PHONES	15,967	13,500	13,500	18,500	15,400	Includes all the cellular carrier devices, services and stipends, utilized by Town employees for communications.
001-0016-516-4150	COMMUNICATION SERVICES - MOBILE DATA	12,432	17,400	17,400	17,400	15,000	Includes all the cellular carrier services utilized by Town devices to remotely transmit data to/from the Town network, to include but not limited to public safety vehicles and public cameras.
001-0016-516-4500	INSURANCE - GENERAL	14,530	14,851	14,851	14,851	14,900	Department share of general insurance package
001-0016-516-4650	REPAIR AND MAINTENANCE - COMPUTERS	6,478	5,750	5,750	4,250	4,800	This account includes expenditures towards the repair and maintenance of existing technology equipment.
001-0016-516-4900	OTHER CHARGES & OBLIGATIONS	-	-	-	-	-	
001-0016-516-5100	OFFICE SUPPLIES	171	200	200	200	200	This accounts includes expenditures for general office supplies.
001-0016-516-5200	OPERATING SUPPLIES	1,978	3,000	3,000	3,000	3,000	Includes general operating supplies such as cabling, accessories, adapters, and tools.
001-0016-516-5250	NON-CAPITAL EQUIPMENT	60,459	40,934	40,934	52,934	29,100	Includes expenditures for non-capitalized technology equipment or hardware, such as laptops, WIFI infrastructure, scanners, copiers, etc.
001-0016-516-5255	NON-CAPITAL EQUIPMENT - AXON	12,884	12,200	12,200	12,200	12,500	This account includes specific contractual technologies for Axon body cameras and taser hardware & equipment maintenance and support.
001-0016-516-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	982	2,000	2,000	2,000	2,200	This account includes expenditures for professional memberships and subscriptions.
001-0016-516-5500	TRAINING	17,763	29,690	29,690	17,690	5,450	Includes professional technology training services for IT staff as well as required cyber-security training for all employees.
001-0016-516-6450	MACHINERY AND EQUIPMENT - TECHNOLOGY	-	3,010	3,010	3,010	32,000	This account is for one-time purchases of technology equipment & hardware. Includes new additional local backup storage, new PTP wireless link from FD to PW, continuation of backup network project, and new access control solution to FD facility.
	TOTALS	638,614	700,101	700,101	700,101	698,250	

**POLICE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0021-521-1100	EXECUTIVE SALARIES	218,530	223,421	223,421	223,421	230,026	Police Chief & Police Lieutenant
001-0021-521-1200	REGULAR SALARIES	747,262	887,554	857,554	857,554	945,221	13 Police Officers, 1 Office Manager, & 1 Office Specialist
001-0021-521-1210	REGULAR SALARIES - BUILT-IN ADDITIONAL HOURS	24,916	35,602	35,602	35,602	38,165	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	59,164	56,400	56,400	56,400	56,400	Includes personal leave coverage, special events, court/depositions; training; late calls/investigations; misc
001-0021-521-1402	OVERTIME - PD BILLABLE	-	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	11,538	13,440	13,440	13,440	12,960	Educational credits as mandated by FDLE
001-0021-521-1505	FIREARMS TRAINER	1,000	2,000	2,000	2,000	2,000	\$1,000 each for 2 designated officers
001-0021-521-1520	UNIFORM ALLOWANCE	4,293	5,100	5,100	5,100	5,100	Paid to employee to offset dry-cleaning
001-0021-521-2100	FICA	82,809	97,592	96,787	96,787	100,607	
001-0021-521-2200	RETIREMENT	322,106	392,258	382,258	382,258	439,927	General emp 14.03%; Special risk 35.19%
001-0021-521-2301	HEALTH INSURANCE	117,387	139,752	124,752	124,752	152,915	
001-0021-521-2302	DENTAL INSURANCE	2,295	3,124	3,124	3,124	3,124	
001-0021-521-2303	LIFE AND DISABILITY INSURANCE	6,322	7,634	7,634	7,634	9,337	
001-0021-521-2304	VISION INSURANCE	657	820	820	820	826	
001-0021-521-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	283	322	322	322	326	
001-0021-521-2400	WORKERS COMP	22,270	26,590	26,590	26,590	30,168	Department share of Worker's Comp Ins
001-0021-521-3100	PROFESSIONAL SERVICES	3,228	5,000	5,000	5,000	3,000	Applicant screening costs, Promotional exams, misc medical costs
001-0021-521-3400	CONTRACTUAL SERVICES - FIRE ALARM	595	1,200	1,200	1,200	1,200	Fire Alarm monitoring
001-0021-521-3450	CONTRACTUAL SERVICES - BODY WORN CAMERAS	-	1,757	1,757	1,757	1,760	Body Worn Camera licenses Year 2 of 5
001-0021-521-3480	CONTRACTUAL SERVICES - ENTERPRISE	779	864	864	864	650	Fleet Maintenance Fee - Enterprise
001-0021-521-4000	TRAVEL AND PER DIEM	9,643	10,900	10,900	11,900	11,000	Florida Police Chief's training, accreditation training, CIIS training, Accreditation team visits

**POLICE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0021-521-4020	AUTO ALLOWANCE LAW ENFORCEMENT INCENTIVE	21,000	24,501	24,501	24,501	25,350	\$1,950 per year for 12 police officers
001-0021-521-4200	POSTAGE	1,404	1,865	1,865	1,865	2,265	Postage/Shipping
001-0021-521-4300	UTILITY SERVICES	5,253	6,150	6,150	6,150	6,350	Water & Electric
001-0021-521-4400	RENTALS AND LEASES	22,758	49,170	49,170	49,170	62,310	Continuation of leases for 4 vehicles; 1 new vehicle lease, Postage machine lease
001-0021-521-4450	RENTALS & LEASES - CODE RED	2,891	2,892	2,892	2,892	2,900	Emergency Alert System (split with FD)
001-0021-521-4500	INSURANCE - GENERAL	83,417	84,275	84,275	84,275	83,035	Department share of general insurance package
001-0021-521-4600	REPAIR & MAINTENANCE	934	1,500	1,500	1,500	1,000	Misc. equipment repairs
001-0021-521-4610	REPAIR AND MAINTENANCE - VEHICLES	24,393	21,549	21,549	20,561	18,000	Preventative maintenance and repair for all department vehicles
001-0021-521-4640	RADIO - REPAIR & MAINTENANCE	680	1,500	1,500	1,500	1,000	Annual maintenance and misc repairs
001-0021-521-4700	PRINTING AND BINDING	627	1,000	1,000	1,000	500	Warning citations; business cards; parking citations; letterhead; misc forms
001-0021-521-4900	OTHER CHARGES AND OBLIGATIONS	4,352	9,545	9,545	9,545	7,100	Background & investigative costs, Live 911 annual cost, Humane Society for strays
001-0021-521-5100	OFFICE SUPPLIES	470	1,500	1,500	1,500	1,000	Office supplies
001-0021-521-5200	OPERATING SUPPLIES	4,511	14,500	14,500	14,500	6,000	Ammunition, armorer supplies, cleaning supplies
001-0021-521-5210	FUEL	32,482	39,600	39,600	39,600	30,800	Fuel
001-0021-521-5220	UNIFORMS	6,761	10,000	10,000	10,000	7,500	Replacement and new uniforms for 20 employees
001-0021-521-5240	ANIMAL CONTROL	900	1,000	1,000	1,000	1,000	Animal control supplies, County spay & neuter costs
001-0021-521-5250	NON-CAPITAL EQUIPMENT	44,220	47,861	47,861	47,861	35,000	Ballistic vests, weapons, equipment portion of Annual Axon contracts, and equipment & graphics for new leased vehicle
001-0021-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	2,350	1,500	1,500	1,500	1,200	Memberships for Police Chief and Lieutenant, Annual Accreditation dues
001-0021-521-5500	TRAINING	3,975	8,100	8,100	9,100	7,000	Police Chief Training, LexiPOL law enforcement training, Accreditation and CJIS training
001-0021-521-5520	TRAINING - TUITION REIMBURSEMENT	2,045	2,000	2,000	988	2,000	Reimbursement for continuing education
001-0021-521-6400	MACHINERY AND EQUIPMENT	17,197	-	-	-	-	
001-0021-521-6470	MACHINERY AND EQUIPMENT - VEHICLES	-	11,181	11,181	11,181	-	
	TOTALS	1,917,697	2,257,419	2,201,614	2,201,614	2,350,922	

**FIRE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0022-522-1100	EXECUTIVE SALARIES	204,366	215,126	215,126	215,126	221,582	Fire Chief & Deputy Chief
001-0022-522-1200	SALARIES	739,289	865,662	865,662	865,662	959,185	15 Firefighter EMTs/Paramedics & 1 Office Manager
001-0022-522-1201	COMP TIME BUY-BACK		11,066	11,066	11,066	12,500	
001-0022-522-1205	RESCUE PAY	27,475	52,560	52,560	52,560	52,560	
001-0022-522-1400	OVERTIME - BUILT-IN REGULAR SALARIES PER FLSA	26,126	72,809	72,809	72,809	75,649	Built-in Regular hours which are a function of the Federal Fair Labor Standards Act
001-0022-522-1400	OVERTIME	169,293	137,018	206,993	206,993	170,000	Shift coverages to maintain 24/7 operations
001-0022-522-1410	OVERTIME - TRAINING	5,228	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	8,017	7,920	7,920	7,920	7,920	Reimbursed by State- see corresponding revenue account 1- 335.2000
001-0022-522-1505	INCENTIVE PAY - PUMP OPERATOR CERT	5,861	6,442	6,442	6,442	6,600	\$600 per designated employee for pump operator certification
001-0022-522-1510	INCENTIVE PAY - PARAMEDIC STIPEND	17,248	78,624	78,624	78,624	87,360	\$8,736 per designated employee for Paramedic certification (10 total personnel)
001-0022-522-1517	PIO STIPEND	-	13,000	13,000	13,000	10,000	Public Information Officer Stipend
001-0022-522-1520	UNIFORM ALLOWANCE	4,592	4,954	4,954	4,954	5,100	\$300 per FF/yr for dry cleaning
001-0022-522-2100	FICA	92,583	123,409	123,409	123,409	123,843	
001-0022-522-2200	RETIREMENT	365,114	559,020	559,020	559,020	542,020	General emp 14.03%; Special risk 35.19%
001-0022-522-2301	HEALTH INSURANCE	107,188	133,255	133,255	133,255	161,910	
001-0022-522-2302	DENTAL INSURANCE	2,364	3,207	3,207	3,207	3,308	
001-0022-522-2303	LIFE AND DISABILITY INSURANCE	6,168	8,112	8,112	8,112	9,796	
001-0022-522-2304	VISION INSURANCE	666	845	845	845	875	
001-0022-522-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	286	333	333	333	346	
001-0022-522-2400	WORKERS COMPENSATION	41,490	49,540	49,540	49,540	56,026	Department share of Worker's Comp Ins
001-0022-522-3100	PROFESSIONAL SERVICES	1,500	-	-	-	-	
001-0022-522-3400	CONTRACTUAL SERVICES - FIRE ALARM	395	511	511	511	400	Fire alarm monitoring
001-0022-522-3401	CONTRACTUAL SERVICES - MEDICAL	8,978	11,500	11,500	10,700	12,000	Medical waste disposal; oxygen, annual maintenance
001-0022-522-3403	CONTRACTUAL SERVICES - PROMOTIONAL SERVICE	4,990	-	-	-	-	

**FIRE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0022-522-3410	CONTRACTUAL SERVICES - ACCREDITATION	29,800	21,300	21,300	21,300	-	
001-0022-522-3420	CONTRACTUAL SERVICES - EQUIPMENT	9,770	13,800	13,800	13,700	16,100	Annual equipment maintenance
001-0022-522-3480	CONTRACTUAL SERVICES - ENTERPRISE	314	435	435	435	350	Fleet Maintenance Fee - Enterprise
001-0022-522-4000	TRAVEL AND PER DIEM	2,129	3,289	3,289	3,289	12,000	Accreditation team visit and Accreditation training, PIO training
001-0022-522-4200	POSTAGE SERVICES	1,138	2,415	2,415	2,415	2,500	Postage
001-0022-522-4300	UTILITY SERVICES	15,922	19,400	19,400	19,400	19,900	Water & Electric
001-0022-522-4400	RENTALS AND LEASES	7,833	15,770	15,770	15,770	21,855	Annual lease for 1 vehicle, 9 months lease on 2nd vehicle (buy-out in June 2026 from the Public Safety Equipment Fund), postage machine rental
001-0022-522-4450	RENTALS & LEASES - CODE RED	2,891	2,892	2,892	2,892	2,900	Emergency alert system (split with PD)
001-0022-522-4500	INSURANCE - GENERAL	68,764	68,177	68,177	68,177	67,025	Department share of general insurance package, Firefighter cancer policy
001-0022-522-4501	INSURANCE - FLOOD	7,621	7,798	7,798	7,798	10,120	Flood insurance for 2 structures on this property
001-0022-522-4600	REPAIR & MAINTENANCE	1,700	3,720	3,720	3,720	2,000	Maintenance and repair of small tools
001-0022-522-4610	REPAIR & MAINTENANCE - VEHICLE	43,989	29,718	29,718	29,718	25,000	Preventative maintenance and repair for all department vehicles.
001-0022-522-4640	RADIO- REPAIR & MAINTENANCE	2,421	3,580	3,580	3,800	4,000	Annual maintenance and misc. repairs
001-0022-522-4700	PRINTING & BINDING	634	600	600	700	600	Care cards & post cards for transports
001-0022-522-4900	OTHER CHARGES & OBLIGATIONS	7,681	4,100	4,100	4,680	4,000	New employee and crew physicals
001-0022-522-5100	OFFICE SUPPLIES	1,202	1,600	1,600	1,600	1,300	Office supplies
001-0022-522-5200	OPERATING SUPPLIES	7,752	7,980	7,980	7,980	8,000	Cleaning supplies, general maintenance supplies, airvac filters
001-0022-522-5210	FUEL	15,326	21,300	21,300	21,300	15,325	Fuel
001-0022-522-5220	UNIFORMS	17,195	15,600	15,600	15,600	16,000	Replacement & new uniforms for 18 employees
001-0022-522-5225	UNIFORMS - BUNKER GEAR	17,768	21,225	21,225	21,225	18,000	Expiring bunker gear, sets for new employees
001-0022-522-5230	OPERATING SUPPLIES - MEDICAL	20,812	23,000	23,000	23,000	24,000	Medical operating supplies
001-0022-522-5250	NON-CAPITAL EQUIPMENT	15,644	40,500	40,500	40,500	7,000	Misc. non-capital equipment
001-0022-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	8,880	11,400	11,400	11,400	13,700	Memberships for Fire Chief, Deputy Chief, PIO, annual fee for training, inventory and scheduling program; mapping, inspection software subscriptions

**FIRE
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0022-522-5500	TRAINING	2,518	6,000	6,000	6,000	6,000	Accreditation training and fire simulation training aid; PIO training
001-0022-522-5520	TRAINING - TUITION REIMBURSEMENT	3,370	-	-	-	2,000	Tuition for FD employees
001-0022-522-6200	BUILDING IMPROVEMENTS	21,068				-	
001-0022-522-6400	MACHINERY AND EQUIPMENT	-	41,000	41,000	41,000	-	
001-0022-522-6470	MACHINERY AND EQUIPMENT-VEHICLES	-					
001-0022-522-9305	TRANSFER TO PUBLIC SAFETY EQUIPMENT FUND (305)	-	35,000	35,000	35,000		
	TOTALS	2,173,359	2,784,512	2,854,487	2,854,487	2,826,655	

**BUILDING AND CODE ENFORCEMENT
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0024-524-1100	EXECUTIVE SALARIES - CODE	35,472	53,539	53,539	53,539	55,145	Planning & Development Director - 50% (split with P&Z)
001-0024-524-1150	EXECUTIVE SALARIES - BUILDING	106,152	106,908	106,908	106,908	110,115	Chief Building Official (Floodplain Manager incorporated into this position)
001-0024-524-1200	REGULAR SALARIES - CODE	147,001	159,863	159,863	159,863	164,659	Code Compliance Manager; Rental Property Maintenance & Housing Inspector; Administrative Assistant
001-0024-524-1250	REGULAR SALARIES - BUILDING	206,705	218,072	218,072	218,072	228,746	Building Inspector; Office Manager; 2 Permit Technicians
001-0024-524-1400	OVERTIME - CODE	507	-	-	-	-	
001-0024-524-1450	OVERTIME - BUILDING	13,894	13,500	13,500	13,500	10,000	Estimated overtime for Building personnel
001-0024-524-1500	INCENTIVE PAY - ENERGGOV TRAINING MANAGER STIPEND	5,000	5,000	5,000	5,000	5,000	
001-0024-524-1505	BLDG/MECH INSPECTOR	2,692	5,000	5,000	5,000	5,000	
001-0024-524-1515	INCENTIVE PAY -ASSISTANT TO FLOODPLAIN MANAGER STIPEND	5,000	5,000	5,000	5,000	5,000	
001-0024-524-1516	FIRE INSPECTOR	2,692	5,000	5,000	5,000	5,000	
001-0024-524-2100	FICA - CODE	12,793	17,239	17,239	17,239	17,729	
001-0024-524-2150	FICA - BUILDING	25,069	26,659	26,659	26,659	27,568	
001-0024-524-2200	RETIREMENT - CODE	30,171	41,827	41,827	41,827	43,836	General emp 14.03%
001-0024-524-2250	RETIREMENT - BUILDING	69,320	71,049	71,049	71,049	73,634	General emp 14.03%; Senior mgmt 34.69%
001-0024-524-2301	HEALTH INSURANCE - CODE	23,959	28,772	28,772	28,772	31,483	
001-0024-524-2302	DENTAL INSURANCE - CODE	-	638	638	638	643	
001-0024-524-2303	LIFE AND DISABILITY INSURANCE - CODE	1,201	1,667	1,667	1,667	1,934	
001-0024-524-2304	VISION INSURANCE CODE	134	169	169	169	170	
001-0024-524-2305	EMPLOYEE ASSISTANCE PLAN (EAP) - CODE	55	66	66	66	67	
001-0024-524-2351	HEALTH INSURANCE - BUILDING	41,986	40,762	40,762	40,762	44,975	
001-0024-524-2352	DENTAL INSURANCE - BUILDING	1,353	868	868	868	919	
001-0024-524-2353	LIFE AND DISABILITY INSURANCE - BUILDING	2,162	2,395	2,395	2,395	2,903	
001-0024-524-2354	VISION INSURANCE - BUILDING	285	229	229	229	243	
001-0024-524-2355	EMPLOYEE ASSISTANCE PLAN (EAP) - BUILDING	99	90	90	90	96	
001-0024-524-2400	WORKERS COMP - CODE	658	785	785	785	1,437	Department share of Worker's Comp Ins
001-0024-524-2450	WORKERS' COMP - BUILDING	2,025	2,420	2,420	2,420	2,873	Department share of Worker's Comp Ins
001-0024-524-3100	PROFESSIONAL SERVICES	19,734	66,020	62,270	61,463	74,695	CRS and engineering consultants; Includes carryovers for: New construction stormwater impacts on existing gproperties as requested by Town Council - \$820; CRS review & mapping - \$13,200; Elevation certificate review - \$5,375
001-0024-524-3400	CONTRACTUAL SERVICES - BLDG INSP	14,871	30,500	30,500	30,500	10,000	Building inspection services

**BUILDING AND CODE ENFORCEMENT
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0024-524-3410	CONTRACTUAL SERVICES - RECORDS STORAGE	2,438	2,300	2,300	2,800	2,500	Off-site storage
001-0024-524-3420	CONTRACTUAL SERVICES - RECORDS SCANNING	439	1,100	1,100	777	1,100	Records management
001-0024-524-3480	CONTRACTUAL SERVICES - ENTERPRISE	301	360	360	360	300	Fleet Maintenance Fee - Enterprise
001-0024-524-4000	TRAVEL AND PER DIEM	2,930	3,228	3,228	3,228	5,125	Associated with continuing education and training for Code staff (FL Association of Code Enforcement, Tyler software)
001-0024-524-4005	TRAVEL AND PER DIEM - BUILDING	6,635	10,083	10,083	10,083	11,600	Associated with continuing education and training for Building staff (BOAF, FFMA, FABTO, Tyler software, cross-training program)
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	2,685	3,120	3,120	3,120	3,120	Postage
001-0024-524-4300	UTILITY SERVICES	11,288	12,400	12,400	12,400	12,780	Water & Electric
001-0024-524-4400	RENTALS & LEASES	19,150	20,704	20,704	20,704	17,975	Annual leases for 2 vehicles; Postage machine lease
001-0024-524-4500	INSURANCE - GENERAL	17,436	17,675	17,675	17,675	17,800	Department share of general insurance package
001-0024-524-4600	REPAIR & MAINTENANCE	-	1,584	1,584	1,584	300	Office equipment repairs as needed
001-0024-524-4610	REPAIR AND MAINTENANCE - VEHICLE	4,579	4,000	4,000	4,000	4,000	General repair & maintenance for dept vehicles
001-0024-524-4700	PRINTING AND BINDING	545	700	700	450	1,000	Office forms and business cards
001-0024-524-4900	OTHER CHARGES & OBLIGATIONS	2,129	2,000	2,000	2,000	2,000	Legal notices and publications
001-0024-524-4950	BANK SERVICE FEES	13,345	14,060	14,060	14,060	14,060	On-line Payments
001-0024-524-5100	OFFICE SUPPLIES	2,315	2,000	2,000	2,000	2,000	Office supplies
001-0024-524-5200	OPERATING SUPPLIES	2,528	3,000	3,000	3,000	3,000	Town shirts, safety boots for employees
001-0024-524-5210	FUEL	4,114	5,100	5,100	5,100	4,000	Fuel
001-0024-524-5250	NON-CAPITAL EQUIPMENT	3,539	1,750	1,750	1,750	750	
001-0024-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	3,428	2,940	2,940	3,340	2,940	Professional memberships for department staff
001-0024-524-5500	TRAINING	590	1,499	1,499	1,265	11,950	Education and training for Code staff (FL Association of Code Enforcement, Tyler Connect)
001-0024-524-5515	TRAINING - BUILDING	3,968	5,766	5,766	6,480	22,185	Education and training for Building staff (BOAF, FFMA, FABTO, Tyler Connect, cross-training program); Includes Tyler EPL & Boost carryover - \$4,385
001-0024-524-5520	TRAINING - TUITION REIMBURSEMENT	-	-	-	-	2,000	Reimbursement for continuing education
001-0024-524-6400	MACHINERY AND EQUIPMENT	-	3,010	3,010	3,010	-	
TOTALS		876,497	1,024,366	1,020,616	1,020,616	1,068,305	

**PUBLIC WORKS
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0039-538-3100	PROFESSIONAL SERVICES - STORMWATER	65,848	14,125	14,125	14,325	53,205	Stormwater utility fee study Phase 2; Includes carryover for cost estimation & design for stormwater improvements - \$3,205
001-0039-538-4600	STORMWATER MAINTENANCE	45,955	19,000	19,000	19,000	20,000	Pond treatments; electric service for fountains; swale and pipe maintenance; Beach street pond reshaping
001-0039-539-1100	EXECUTIVE SALARIES	25,633	25,680	25,680	25,680	26,185	Public Works Director paid 35% from this account
001-0039-539-1200	REGULAR SALARIES	131,127	155,318	155,318	155,318	173,849	All Public Works employees (10 current and 2 at mid-year FY25/26) paid 35% from this account
001-0039-539-1400	OVERTIME	6,523	10,500	10,500	10,500	10,020	
001-0039-539-1402	OVERTIME - PW BILLABLE	-	400	400	400	400	
001-0039-539-1500	INCENTIVE PAY - STORMWATER CERT	3,730	4,420	4,420	4,420	4,680	Stormwater certification recognition (\$260); On-Call incentive is \$100 per week for individual on-call, split w/ Water Fund
001-0039-539-2100	FICA	12,649	15,649	15,649	15,649	17,108	
001-0039-539-2200	RETIREMENT	28,532	32,217	32,217	32,217	35,718	General emp 14.03%; Senior mgmt 34.69%
001-0039-539-2301	HEALTH INSURANCE	26,407	33,042	33,042	33,042	40,996	
001-0039-539-2302	DENTAL INSURANCE	612	708	708	708	771	
001-0039-539-2303	LIFE AND DISABILITY INSURANCE	1,055	1,387	1,387	1,387	1,749	
001-0039-539-2304	VISION INSURANCE	129	186	186	186	204	
001-0039-539-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	64	73	73	73	86	
001-0039-539-2400	WORKERS COMP	18,221	21,014	21,014	21,014	24,421	Department share of Worker's Comp Ins
001-0039-539-3100	PROFESSIONAL SERVICES	3,362	11,720	11,720	11,520	10,000	Miscellaneous studies as needed
001-0039-539-3420	CONTRACTUAL SERVICES - TEMP HELP	24,213	3,000	3,000	3,500	5,000	Temporary help for projects
001-0039-539-3430	CONTRACTUAL SERVICES - PEST CONTROL	12,970	12,000	12,000	12,000	13,000	Pest and rodent control for TH/PD/FD/PW
001-0039-539-3440	CONTRACTUAL SERVICES - TREE TRIMMING	4,050	4,000	4,000	2,400	5,000	Professional tree trimming
001-0039-539-3480	CONTRACTUAL SERVICES - FLEET	527	720	720	720	475	Enterprise Fleet Maintenance Fee
001-0039-539-4000	TRAVEL & PER DIEM	1,545	1,000	1,000	1,000	3,000	Travel Expenses for training
001-0039-539-4020	AUTO ALLOWANCE	1,182	1,950	1,950	1,950	1,950	Public Works Director 35%
001-0039-539-4200	POSTAGE SERVICES	783	985	985	985	985	Postage
001-0039-539-4300	UTILITY SERVICES	4,148	4,315	4,315	4,315	4,450	Water & Electric
001-0039-539-4310	VOLUSIA COUNTY LAND FILL	-	100	100	100	-	
001-0039-539-4400	RENTALS & LEASES	20,930	40,680	40,680	40,680	30,000	Boom lift, Annual lease for 1 vehicle, 9 months lease on 2nd vehicle (buy-out in June 2026 from the Public Safety Equipment Fund), postage machine rental
001-0039-539-4500	INSURANCE - GENERAL	25,463	26,638	26,638	26,638	26,075	Department share of general insurance package, storage tank liability insurance

**PUBLIC WORKS
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0039-539-4600	REPAIR AND MAINTENANCE	97,071	204,037	229,037	200,290	103,833	Repair & Maintenance of all Town properties, facilities, and grounds, Includes maintenance of HVAC units and generator maintenance; testing of fire extinguishers, alarms, and plumbing; mulch installation and other misc repairs
001-0039-539-4610	REPAIR AND MAINTENANCE - VEHICLE	2,313	7,500	7,500	7,500	7,500	50% of PW truck repairs
001-0039-539-4620	REPAIR & MAINTENANCE - EQUIPMENT	6,472	9,000	9,000	9,000	12,000	Tractor, utility vehicle, power equipment, and misc. equip. repairs
001-0039-539-4640	RADIOS- REPAIR & MAINTENANCE	972	1,575	1,575	1,575	1,575	Radio maintenance Agreement, misc radio repairs
001-0039-539-4700	PRINTING & BINDING	255	500	500	500	500	Forms, letterhead, envelopes
001-0039-539-4900	OTHER CHARGES & OBLIGATIONS	3,271	10,905	10,905	10,905	7,100	Legal ads, fuel tank inspections & registration, emp physicals
001-0039-539-5100	OFFICE SUPPLIES	485	550	550	550	550	Office Supplies
001-0039-539-5200	OPERATING SUPPLIES	23,124	28,000	28,000	29,200	30,000	Janitorial Supplies for all town & park buildings, maintenance supplies, dog waste bags, sand
001-0039-539-5210	FUEL	7,225	9,225	9,225	9,225	7,000	Fuel
001-0039-539-5220	UNIFORMS	3,554	5,000	5,000	5,000	5,000	Rain gear, safety gear, boots, town shirts
001-0039-539-5250	NON-CAPITAL EQUIPMENT	2,544	10,000	10,000	10,000	11,500	Misc. power equipment, pumps, blowers, edgers, trimmers, chainsaws, and other equipment as needed.
001-0039-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	2,058	1,400	1,400	1,400	1,400	FSA APWA (Split)
001-0039-539-5500	TRAINING	1,803	3,000	3,000	1,800	3,000	Non-water training, including training through FSA and Traffic Management training.
001-0039-539-5520	TRAINING - TUITION REIMBURSEMENT	-	2,000	2,000	2,000	-	
001-0039-539-6300	IMPROVEMENTS OTHER THAN BUILDING	13,296	-	-	-	10,500	Dumpster enclosure fence replacement and repairs
001-0039-539-6400	MACHINERY AND EQUIPMENT	45,585	139,470	200,470	230,317	147,500	Old Carriage Rd. stormwater project Phase 2 carryover - \$44,400, mower, and replacement fuel pump systems.
001-0039-539-6470	MACHINERY AND EQUIPMENT - VEHICLES	11,368	-	-	-		
001-0039-539-9307	TRANSFER TO CAPITAL FACILITY MAINT FUND - 307	-	-	-	-	-	
001-0039-541-4300	UTILITY SERVICE - STREET LIGHTS	24,712	27,425	27,425	27,425	28,250	Electric Charges
001-0039-541-4600	REPAIR & MAINTENANCE - ROW	15,538	25,000	25,000	25,000	36,000	Town street sweeping, Sailfish grading (6X), maintenance of flashers, curb replacement, Sailfish aprons
001-0039-541-5300	ROAD MATERIALS/SUPPLIES - ROW	17,921	25,000	25,000	25,000	26,000	Asphalt and concrete supplies, street sign replacements, reflectors, Sailfish shell material for grading, fill dirt
TOTALS		745,225	950,414	1,036,414	1,036,414	948,535	

**PARKS RECREATION
FUND 001**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
001-0072-572-1100	EXECUTIVE SALARIES	86,832	88,472	88,472	88,472	91,120	% salaries paid from this fund: 100% Cultural Services Manager, 35% Public Works Director
001-0072-572-1200	REGULAR SALARIES	141,287	175,598	175,598	175,598	194,738	All Public Works employees (10 current and 2 at mid-year FY25/26) paid 35% from this account; Cultural Services Coordinator 50% (split 50/50 between Parks & Rec and Museum)
001-0072-572-1400	OVERTIME	8,359	12,994	12,994	12,994	8,317	
001-0072-572-2100	FICA	18,731	21,494	21,494	21,494	22,803	
001-0072-572-2200	RETIREMENT	38,242	43,351	43,351	43,351	46,947	General emp 14.03%
001-0072-572-2301	HEALTH INSURANCE	36,118	45,780	45,780	45,780	48,055	
001-0072-572-2302	DENTAL INSURANCE	827	981	981	981	1,048	
001-0072-572-2303	LIFE AND DISABILITY INSURANCE	1,644	2,131	2,131	2,131	2,585	
001-0072-572-2304	VISION INSURANCE	187	258	258	258	277	
001-0072-572-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	87	102	102	102	114	
001-0072-572-2400	WORKERS COMP	1,316	1,570	1,570	1,570	1,437	Department share of Worker's Comp Ins
001-0072-572-2500	UNEMPLOYMENT	413	219	219	219	-	
001-0072-572-3100	PROFESSIONAL SERVICES	10,410	16,650	16,650	16,650	11,000	Arborist services; Invasive Species Removal
001-0072-572-3400	CONTRACTUAL SERVICES - LANDSCAPE MAINTENANCE	1,470	4,075	4,075	4,075	5,000	Historic marker cleaning; Park fertilizer
001-0072-572-4000	TRAVEL AND PER DIEM	803	1,100	1,100	1,100	200	
001-0072-572-4020	AUTO ALLOWANCE	5,081	3,900	3,900	3,900	3,900	100% Cultural Services Manager
001-0072-572-4300	UTILITY SERVICES	21,357	28,410	28,410	28,410	29,270	Water & Electric
001-0072-572-4410	STATE LAND LEASE - GREEN MOUND	300	300	300	300	300	
001-0072-572-4500	INSURANCE - GENERAL	24,701	24,975	24,975	24,975	25,150	Department share of general insurance package
001-0072-572-4600	REPAIR AND MAINTENANCE	11,227	39,480	59,480	49,903	63,300	Mulch & trail fill; replace 50% of dog waste stations throughout town; playground repairs; repairs to dog park chain-link fence; misc. repairs in parks.

**PARKS RECREATION
FUND 001**

001-0072-572-4700	PRINTING AND BINDING	200	250	250	65	50	Misc printing
001-0072-572-4800	PROMOTIONAL ACTIVITIES	6,628	7,200	7,200	6,000	5,800	Children's holiday events
001-0072-572-4900	OTHER CHARGES & OBLIGATIONS	570	720	720	720	700	FRPA meeting
001-0072-572-5100	OFFICE SUPPLIES	248	800	800	800	700	
001-0072-572-5200	OPERATING SUPPLIES	1,949	1,800	1,800	3,035	1,800	Town shirts; ECHO Ranger supplies; Ponce Preserves the Planet
001-0072-572-5250	NON-CAPITAL EQUIPMENT-PARKS & REC	9,666	19,800	19,800	19,800	13,000	Town holiday decorations; replacement of court equipment
001-0072-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,537	930	930	930	580	Arbor Day Foundations, FRPA; NRPA; Canva; Amazon Prime; FL Native Plant Society
001-0072-572-5500	TRAINING	1,540	1,000	1,000	1,150	200	
001-0072-572-6200	BUILDING IMPROVEMENTS	-	-	-	-	37,000	Repainting Davie's Park facilities; repair Ponce Preserve gazebo roofs
001-0072-572-6300	IMPROVEMENTS OTHER THAN BUILDING	-	87,894	75,344	75,344	26,455	Playground fence at Pollard Park; Includes Timucuan Oaks piling repairs carryover - \$16,455
001-0072-572-6400	MACHINE & EQUIPMENT	-	-	-	9,577	9,577	Davie's Park shade fabric replacement carryover - \$9,577
001-0072-572-6500	CIP	37,306					
	TOTALS	469,036	632,234	639,684	639,684	651,423	

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

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
002-0000-312-4100	1ST LOCAL OPTION FUEL TAX - .06 OLD	73,090	60,200	60,200	60,200	55,300	Estimate per Volusia County interlocal agreement (based on lane miles only)
002-0000-381-9000	TRANSFER FROM RESERVES	11,910	24,800	24,800	24,800	29,700	FY 24/25 fund balance is \$77,205 per audit of FY 23/24
	TOTAL	85,000	85,000	85,000	85,000	85,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	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; FY 25/26 final loan payment
	TOTAL	85,000	85,000	85,000	85,000	85,000	

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

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
003-0000-312-4200	2ND LOCAL OPTION FUEL TAX - .05 NEW	53,494	43,500	43,500	47,000	42,100	Estimate per Volusia County interlocal agreement (based on lane miles only)
003-0000-361-1000	INTEREST	4,040	2,700	2,700	3,700	2,500	
003-0000-381-9000	TRANSFER FROM RESERVES	-	21,155	21,155	21,155	-	Close out Ponce de Leon Septic to Sewer fund (309); FY 24/25 fund balance is \$588,925 per audit of FY 23/24
	TOTAL	57,534	67,355	67,355	71,855	44,600	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	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	50,534	39,200	39,200	43,700	37,600	
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; FY 25/26 final loan payment
003-0003-541-9309	TRANSFER TO 309 FUND - PONCE DE LEON SEWER PROJECT		21,155	21,155	21,155	-	
	TOTAL	57,534	67,355	67,355	71,855	44,600	

**DONATIONS
FUND 005**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
005-0000-366-0000	DONATIONS - POLICE	1,700	1,500	1,500	1,500	1,500	Reserve balance \$7,427 per audit of FY 23/24
005-0000-366-1000	DONATIONS - FIRE	2,068	1,200	1,200	1,200	1,200	Reserve balance \$1,795 per audit of FY 23/24
005-0000-366-3000	DONATIONS - CHRISTMAS PARADE	-	-	-	-	-	Reserve balance \$0 per audit of FY 23/24
005-0000-366-4000	DONATIONS - PLANNING	-	-	-	-	-	Reserve balance \$101 per audit of FY 23/24
005-0000-366-5000	DONATIONS - HISTORIC	-	-	-	-	-	Reserve balance \$198 per audit of FY 23/24
005-0000-366-6000	DONATIONS - PARKS	-	-	-	-	-	Reserve balance \$55 per audit of FY 23/24
005-0000-366-7000	DONATIONS - DOG PARK	-	-	-	-	-	Reserve balance \$665 per audit of FY 23/24
005-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	-	
	TOTAL	3,768	2,700	2,700	2,700	2,700	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENDITURES							
005-0005-599-4810	PROMOTIONAL ACTIVITIES - POLICE	59	100	100	100	200	
005-0005-599-4820	PROMOTIONAL ACTIVITIES - FIRE	1,542	1,000	1,000	1,000	1,200	
005-0005-599-4840	PROMOTIONAL ACTIVITIES - CHRISTMAS PARADE	492	-	-	-	-	
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	1,675	1,600	1,600	1,600	1,300	
	TOTAL	3,768	2,700	2,700	2,700	2,700	

**HURRICANE IAN
FUND 007**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
REVENUES							
007-0000-369-3000	MISC REV REIMB-INSURANCE	-	-		45,400	-	
007-0000-331-2001	FEMA GRANT REIMB - IAN	102,272	-	-	-	-	
007-0000-381-9001	TRANSFER FROM GENERAL FUND					-	
007-0000-381-9310	TRANSFER FROM 310	-	-			-	
007-0000-381-9000	TRANSFER FROM RESERVES	63,745	-	-	60,097		FY 24/25 fund balance is \$60,097 per audit of FY 23/24
	TOTAL	166,017	-	-	105,497	-	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
EXPENDITURES							
007-0007-525-3100	PROFESSIONAL SERVICES - GRANT MANAGEMENT	-	-			-	
007-0007-525-3110	PROFESSIONAL SERVICES - MEAD & HUNT PONCE PRESERVE	-				-	
007-0007-525-3120	PROFESSIONAL SERVICES - BOAT RAMP	-				-	
007-0007-525-3130	PROFESSIONAL SERVICES - STORMWATER INSPECTION	-				-	
007-0007-525-3140	PROFESSIONAL SERVICES - FD ROOF	-				-	
007-0007-525-3400	CONTRACT SERVICES - CAT A MISC	-				-	
007-0007-525-3409	CONTRACT SERVICES -DEBRIS MONITORING WOB	-				-	
007-004-525-3410	CONTRACT SERVICES - DEBRIS PICK UP CROWDER	-				-	
007-0007-525-3415	CONTRACTUAL SERVICES - DEBRIS PICKUP (WASTE PRO)	-	-			-	
007-0007-525-4401	RENTAL & LEASES - CAT B	-			-	-	
007-0007-525-4600	REPAIR & MAINTENANCE CAT E	13,750	-	-	-	-	
007-0007-525-4610	REPAIR & MAINTENANCE CAT B	-	-			-	
007-0007-525-4925	MATERIALS & SUPPLIES - CAT B	-	-			-	
007-0007-525-5300	ROAD MAT/SUPPLIES/SIGNS CAT C	-				-	
007-0007-525-6200	BUILDING - FD ROOF	-				-	
007-0007-525-6300	PONCE PRESERVE WALKWAY & BOAT RAMP CAT G	20,947	-	-	-	-	
007-0007-525-6400	MACHINERY & EQUIP - PUMPS	-		-		-	
007-0007-525-9100	TRANSFER TO RESERVES	-	-				
007-0007-525-9101	TRANSFER TO GENERAL FUND		-				
007-0007-525-9108	TRANSFER TO DISASTER RECOVERY FUND				105,497	-	
007-0007-525-9311	TRANSFER TO SIDEWALK FUND (311)	131,320	-	-	-		
	TOTAL	166,017	-	-	105,497	-	

**DISASTER RECOVERY
FUND 008**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
<u>REVENUES</u>							
008-0000-331-2001	FEMA GRANT REIM-MILTON	-	-	-	185,780	27,960	
008-0000-369-3000	MISC REV REIMB - INSURANCE				38,813		
008-0000-381-9001	TRANSFER FROM GENERAL FUND	100,000	-	-			
008-0000-381-9007	TRANSFER FROM FUND 007				105,497		
008-0000-381-9310	TRANSFER FROM ECON IMPACT FUND (310)	-	25,000	13,000	13,000	-	FY 24/25 fund balance is \$100,000 per audit of FY 23/24
	TOTAL	100,000	25,000	13,000	343,090	27,960	
ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
<u>EXPENDITURES</u>							
008-0008-525-3409	CONT SERV - DEBRIS MONITOR	-	-	-	34,569	-	
008-0008-525-3410	CONT SERV - DEBRIS PICK UP - CROWDER	-	-	-	81,766		
008-0008-525-3411	CONT SERV - LABOR CAT B				2,685		
008-0008-525-3415	CONT SERV - DEBRIS PICK UP - WASTE PRO				3,056		
008-0008-525-4600	REPAIR & MAINT - CAT E	-			48,956		
008-0008-525-4925	CAT B - MATERIALS & SUPPLIES		25,000	13,000	3,820		
008-0008-525-5250	NON-CAPITAL EQUIPMENT				1,028		
008-0008-525-6400	MACHINE & EQUIPMENT	-	-	-	16,696		
008-0008-525-9100	TRANSFER TO RESERVES	100,000	-	-	150,514	27,960	
	TOTAL	100,000	25,000	13,000	343,090	27,960	

**TREE BANK
FUND 141**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
141-0000-329-0000	TREE ASSESSMENT	21,700	9,500	9,500	9,500	16,000	Tree bank contributions in lieu of replacement planting
141-0000-369-0000	MISC REVENUE	-	-		-		
141-0000-381-9000	TRANSFER FROM RESERVES	-	2,500	2,500	2,500	-	FY 24/25 fund balance \$61,985 per audit of FY 23/24
TOTAL		21,700	12,000	12,000	12,000	16,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENDITURES							
141-0141-572-3100	PROFESSIONAL SERVICES	-	8,000	8,000	8,000	-	
141-0141-572-4600	MAINTENANCE	3,800	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	17,900				12,000	
TOTAL		21,700	12,000	12,000	12,000	16,000	

**SIDEWALK
FUND 143**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
143-0000-369-0000	SIDEWALK REVENUE	10,311	8,000	8,000	8,000	8,000	In lieu of sidewalk construction with new SFR
143-0000-381-9000	TRANSFER FROM RESERVES	-	7,000	7,000	7,000	7,000	FY 24/25 fund balance \$94,060 per audit of FY 23/24
	TOTAL	10,311	15,000	15,000	15,000	15,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENDITURES							
143-0143-541-4600	REPAIR & MAINTENANCE	7,038	15,000	15,000	15,000	15,000	Townwide Sidewalk Repair
143-0143-541-6300	IMPROVEMENTS OTHER THAN BUILDING	-					
143-0143-541-9100	TRANSFER TO RESERVES	3,273	-	-	-	-	
	TOTAL	10,311	15,000	15,000	15,000	15,000	

**PARKS AND RECREATION
FUND 144**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
144-0000-324-6100	RECREATION IMPACT FEES	2,782	3,000	3,000	3,000	3,000	Building Permits (8 single-family res; 2 additions; 1 commercial project)
144-0000-369-1000	OTHER MISC REVENUES	-	-	-	180,000		Cell Phone Tower Lease Signing Bonus
144-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	20,000	FY 24/25 fund balance \$30,594 per audit of FY 23/24
	TOTAL	2,782	3,000	3,000	183,000	23,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENDITURES							
144-0144-572-5250	NON-CAPITAL EQUIPMENT	-	1,000	1,000	1,000	500	
144-0144-572-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-			20,000	Tennis court resurfacing
144-0144-572-6400	MACHINERY AND EQUIPMENT	-	-				
144-0144-572-9100	TRANSFER TO RESERVES	2,782	2,000	2,000	182,000	2,500	
	TOTAL	2,782	3,000	3,000	183,000	23,000	

COMMUNITY CENTER
FUND 145

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
145-0000-349-0000	PICCI PAYMENT TOWARDS UTILITIES	2,441	2,500	2,500	2,500	2,780	25% Reimbursement for Electric Charges
145-0000-366-0000	DONATIONS	-	-	-	-	-	
145-0000-381-8001	TRANSFER FROM GENERAL FUND	27,372	71,680	71,680	71,680	62,825	
145-0000-381-9000	TRANSFER FROM RESERVES	-	-		-	-	FY 24/25 fund balance \$28,528 per audit of FY 23/24
TOTAL		29,813	74,180	74,180	74,180	65,605	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
145-0145-572-4300	UTILITY SERVICES	9,691	10,790	10,790	10,790	11,120	Electric Charges - 25% Reimbursed by Community Center
145-0145-572-4500	INSURANCE - GENERAL	13,077	14,390	14,390	14,390	14,485	Community Center property insurance
145-0145-572-4600	REPAIR & MAINTENANCE	-	19,300	19,300	19,300	10,000	Replacement cabinets, counter tops, fans, lights
145-0145-572-5250	NON CAPITAL EQUIPMENT	4,234	-	-	-	-	
145-0145-572-6200	BUILDING IMPROVEMENTS		29,700	14,090	14,090	18,000	Carpet & Flooring
145-0145-572-6400	MACHINERY & EQUIPMENT		-	-	-	12,000	For replacement ground sign
145-0145-572-9101	TRANSFER TO GENERAL FUND			15,610	15,610	-	
145-0145-572-9100	TRANSFER TO RESERVES	2,811					
TOTAL		29,813	74,180	74,180	74,180	65,605	

**HISTORICAL MUSEUM
FUND 146**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
146-0000-347-3010	SERVICE CHARGE - CULTURAL CLASSES	320	500	500	500	350	
146-0000-369-0000	OTHER MISC REVENUE - DONATIONS	553	800	800	800	800	
146-0000-381-8001	TRANSFER FROM GENERAL FUND	58,501	114,200	114,200	114,200	63,971	Transfer from General Fund
146-0000-381-9000	TRANSFER FROM RESERVES	-				6,084	FY 24/25 fund balance \$37,237 per audit of FY 23/24
	TOTAL	59,374	115,500	115,500	115,500	71,205	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
146-0146-573-1100	EXECUTIVE SALARIES	-	-	-	-	-	
146-0146-573-1200	REGULAR SALARIES	10,173	20,280	20,280	20,280	20,888	Cultural Services Coordinator 50% (split 50/50 between Parks & Rec and Museum)
146-0146-573-1400	OVERTIME	181	684	684	684	422	
146-0146-573-2100	FICA	832	1,592	1,592	1,592	1,630	
146-0146-573-2200	RETIREMENT	1,403	2,858	2,858	2,858	3,010	General emp 14.03%
146-0146-573-2301	HEALTH INSURANCE	1,313	4,291	4,291	4,291	4,498	
146-0146-573-2302	DENTAL INSURANCE	32	92	92	92	92	
146-0146-573-2303	LIFE AND DISABILITY INSURANCE	63	155	155	155	179	
146-0146-573-2304	VISION INSURANCE	11	44	44	44	24	
146-0146-573-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	4	19	19	19	10	
146-0146-573-2400	WORKERS COMP	658	725	725	725	1,437	Amount attributed to specific department
146-0146-573-2500	UNEMPLOYMENT	413	385	385	385	-	
146-0146-573-3100	PROFESSIONAL SERVICES	-	1,000	1,000	1,000	1,000	Arborist and historic expertise
146-0146-573-3400	CONTRACTUAL SERVICES	1,600	2,900	2,900	2,900	3,300	Security Monitoring; Pest Control
146-0146-573-4000	TRAVEL AND PER DIEM	-	100	100	100	100	
146-0146-573-4300	UTILITY SERVICES	4,149	3,875	3,875	3,875	4,000	Water & Electric
146-0146-573-4500	INSURANCE - GENERAL	5,812	6,400	6,400	6,400	6,445	Museum property insurance

**HISTORICAL MUSEUM
FUND 146**

146-0146-573-4501	INSURANCE - FLOOD	6,193	7,700	7,700	7,700	8,470	Flood insurance for 3 structures on this property .(est 10% increase)
146-0146-573-4600	REPAIR & MAINTENANCE	1,345	6,940	6,940	7,540	7,500	Misc building & grounds maintenance; replace plexiglass on Hasty Cottage
146-0146-573-4700	PRINTING & BINDING	74	800	800	390	200	Name plates for displays; color brochures
146-0146-573-4810	PROMOTIONAL ACTIVITIES - CULTURAL CLASSES	261	380	380	380	600	Misc cultural classes
146-0146-573-4900	OTHER CHARGES AND OBLIGATIONS	140	100	100	100	-	
146-0146-573-5100	OFFICE SUPPLIES	232	250	250	250	250	
146-0146-573-5200	OPERATING SUPPLIES	1,387	1,500	1,500	1,860	1,500	Town shirts; artifact protection materials; program materials, gift shop items
146-0146-573-5250	NON-CAPITAL EQUIPMENT	-	1,500	1,500	600	5,000	Display materials; Artifact acquisitions; Cocoa Bill historic marker
146-0146-573-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	531	570	570	620	500	FAM; Fl. Ntnl Trust for Hist. Preservation; Amazon, Trail of Florida's Indian Heritage
146-0146-573-5500	TRAINING	-	300	300	600	150	
146-0146-573-6300	IMPROVEMENTS OTHER THAN BUILDING	-	50,060	38,000	38,000	-	
146-0146-573-6400	MACHINERY AND EQUIPMENT	-	-	-	-		
146-0146-573-9100	TRANSFER TO RESERVES	22,567					
146-0146-573-9101	TRANSFER TO GENERAL FUND (001)			12,060	12,060		
	TOTAL	59,374	115,500	115,500	115,500	71,205	

**POLICE EDUCATION
FUND 160**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES						-	
160-0000-351-1000	TRAFFIC & CRIMINAL FINES	1,342	1,200	1,200	1,200	1,000	Anticipated from citations & criminal cases
160-0000-381-9000	TRANSFER FROM RESERVES	-	800	800	800	-	FY 24/25 fund balance \$16,195 per audit of FY 23/24
TOTAL		1,342	2,000	2,000	2,000	1,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
160-0160-521-4000	TRAVEL AND PER DIEM	-	1,000	1,000	1,000	500	General training travel expenses
160-0160-521-5500	TRAINING	-	1,000	1,000	1,000	500	Training Opportunities
160-0160-521-9100	TRANSFER TO RESERVES	1,342	-				
TOTAL		1,342	2,000	2,000	2,000	1,000	

**DEBT SERVICE - STORMWATER IMPROVEMENTS
FUND 201**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>REVENUES</u>							
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	2	2	2	2	1	FY 24/25 fund balance \$2,721 per audit of FY 23/24
TOTAL		156,586	156,586	156,586	156,586	156,585	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>EXPENSES</u>							
201-0201-517-7100	DEBT SERVICE - PRINCIPLE	145,658	149,542	149,542	149,542	153,529	Stormwater Improvements Loan - FY 25/26 is the 20th year of a 20 year loan
201-0201-517-7200	DEBT SERVICE - INTEREST	5,464	3,522	3,522	3,522	1,528	
201-0201-517-7300	DEBT SERVICE - GRANT ALLOCATION FEE	5,464	3,522	3,522	3,522	1,528	
201-0201-517-9100	TRANSFER TO RESERVES		-	-	-	-	
TOTAL		156,586	156,586	156,586	156,586	156,585	

**DEBT SERVICE - TOWN HALL
FUND 203**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
203-0000-381-2000	TRANSFER FROM RESERVES	400	-	-	-	-	FY 24/25 fund balance \$821 per audit of FY 23/24
203-0000-381-8302	TRANSFER 302 - LAND ACQ FUND	328,000	327,947	327,947	327,947	-	
	TOTAL	328,400	327,947	327,947	327,947	-	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
203-0203-517-7100	DEBT SERVICE - PRINCIPAL	303,000	315,000	315,000	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	25,400	12,947	12,947	12,947	-	
203-0203-517-9100	TRANSFER TO RESERVES		-	-	-	-	
	TOTAL	328,400	327,947	327,947	327,947	-	

**LAND ACQUISITION
FUND 302**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
302-0000-314-1000	UTILITY SERVICE TAX - ELECTRICITY	465,995	501,150	501,150	501,150	488,100	Utility Tax based on consumption
302-0000-314-8000	UTILITY SERVICE TAX - PROPANE	13,820	16,260	16,260	16,260	16,250	Utility Tax based on consumption
302-0000-323-7000	FRANCHISE FEE - SOLID WASTE	45,784	45,300	45,300	45,300	49,000	Franchise on commercial haulers, roll offs doing business within town
302-0000-361-1000	INTEREST	7,503	5,847	5,847	5,847	4,800	
302-0302-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	-	-	-	157,460	Building B (\$117,460) & Design and Construction Carryover (\$40,000)
302-0000-381-9000	TRANSFER FROM RESERVES	-	75,000	75,000	75,000	101,750	FY 24/25 fund balance \$644,648 per audit of FY 23/24
TOTAL		533,102	643,557	643,557	643,557	817,360	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
302-0302-519-3100	PROFESSIONAL SERVICES	-	50,000	50,000	10,000	90,000	Fire Station Feasibility Study (includes an examination of alternatives, as recommended by Town Council) - 50,000; Includes Building B design carryover - \$40,000
302-0302-519-4400	RENTALS & LEASES	-	1,615	1,615	3,290	-	
302-0302-519-4600	REPAIR & MAINTENANCE	-	3,500	3,500	3,500		
302-0302-519-5250	NON-CAPITAL EQUIPMENT	-	-	-	-	-	
302-0302-519-6100	LAND ACQUISITION	-	-	-	-	360,000	Purchase of undeveloped property for future stormwater improvements
302-0302-519-6200	BUILDING IMPROVEMENTS	-	127,385	127,385	8,250	117,460	Building B Construction carryover - \$117,460.
302-0302-519-6300	IMPROV OTHER THAN BLDG	-	-	-	-	19,000	Reshaping/expanding Beach Street Stormwater Pond
302-0302-519-6400	MACHINERY & EQUIPMENT	-	92,500	92,500	92,500	-	Replacement of Public Works generator in FY24/25
302-0302-519-6470	MACHINERY & EQUIPMENT - VEHICLES	-	-	-	-	-	
302-0302-519-9100	TRANSFER TO RESERVES	205,102	40,610	40,610	198,070		
302-0302-519-9302	TRANSFER TO PUBLIC SAFETY EQUIPMENT FUND (305)	-	-	-	-	230,900	Transfer for 1st annual payment of the Quint fire truck, buy-out of two leased vehicles
302-0302-519-9123	TRANSFER TO DEBT SERVICE - 203 FUND	328,000	327,947	327,947	327,947	-	
TOTAL		533,102	643,557	643,557	643,557	817,360	

Fund Balance 21/22	\$	302,799
Fund Balance 22/23	\$	464,358
Fund Balance 23/24	\$	439,546
Fund Balance 24/25	\$	644,648
Fund Balance 25/26	\$	767,718
Fund Balance 26/27	\$	665,968

**PUBLIC SAFETY EQUIPMENT
FUND 305**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>REVENUES</u>							
305-0000-381-8001	TRANSFER FROM GENERAL FUND	-	35,000	35,000	35,000	-	
305-0000-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	-	-	-	58,980	Fire Department generator carryover - \$58,980
305-0000-381-9310	TRANSFER FROM ECONOMIC IMPACT FUND (310)	-	110,000	-	-	-	
305-0000-381-9302	TRANSFER FROM LAND ACQ FUND (302)	-	-	-	-	230,900	
305-0000-381-9000	TRANSFER FROM RESERVES	-	100,000	100,000	100,000	20,000	FY 24/25 fund balance \$115,830 per audit of FY 23/24
TOTAL		-	245,000	135,000	135,000	309,880	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>EXPENSES</u>							
305-0305-517-7100	DEBT SERVICE - PRINCIPAL	-	-	-	-	160,322	Fire Truck lease payment (1st payment of 7 year loan)
305-0305-517-7200	DEBT SERVICE - INTEREST	-	-	-	-	49,517	Fire Truck lease payment (1st payment of 7 year loan)
305-0305-522-5250	NON-CAPITAL EQUIPMENT		47,214	47,214	47,214	-	
305-0305-522-6400	MACHINERY AND EQUIPMENT	-	73,186	73,186	73,186	58,980	Fire Department Generator carryover - \$58,980
305-0305-522-6470	MACHINERY AND EQUIPMENT - VEHICLE	-	-	-	-	40,900	Buy-out of 2 leased vehicles
305-0305-522-9101	TRANSFER TO GENERAL FUND	-	-	-	-	-	
305-0305-522-9100	TRANSFER TO RESERVES		124,600	14,600	14,600	161	
TOTAL		-	245,000	135,000	135,000	309,880	

**CAPITAL FACILITY MAINTENANCE AND EQUIPMENT
FUND 307**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
307-0000-381-8001	TRANSFER FROM GENERAL FUND	-	-	-	-	-	
307-0000-381-8310	TRANSFER FROM ECONOMIC IMPACT FUND (310)	-	-	-	-	25,000	
307-0000-381-9000	TRANSFER FROM RESERVES	27,900	-	-	-	23,000	FY 24/25 Fund balance \$54,860 per audit of FY 23/24
TOTAL		27,900	-	-	-	48,000	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
307-0307-526-6400	MACHINERY AND EQUIPMENT	-	-	-	-	48,000	Replacement HVAC unit for PD
307-0307-526-9101	TRANSFER TO GENERAL FUND	27,900	-	-	-	-	
307-0307-526-9100	TRANSFER TO RESERVES	-	-	-	-	-	Reserve for capital maintenance/repair and equipment needs of the town's various facilities
TOTAL		27,900	-	-	-	48,000	

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

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
309-0000-334-3500	SJRWMD GRANT	-	-	-	-	-	
309-0000-369-0000	CITY OF PORT ORANGE	-	-	-	-	-	
309-0000-382-9401	TRANSFER FROM 401 FUND - WATER FUND	-	-	-	-	-	
309-0000-381-9003	TRANSFER FROM 003 FUND - NEW GAS TAX FUND	-	21,155	21,155	21,155	-	
309-0000-381-9000	TRANSFER FROM RESERVES	-	-	-	-	-	
TOTAL		-	21,155	21,155	21,155	-	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
309-0309-535-3100	PROFESSIONAL SERVICES	-	-	-	-	-	
309-0309-535-5250	NON-CAPITAL EQUIPMENT	-	-	-	-	-	
309-0309-535-6300	IMPROVEMENTS OTHER THAN BUILDING	-	-	-	-	-	
309-0309-535-6400	MACHINERY & EQUIPMENT	-	-	-	-	-	
309-0309-535-9100	TRANSFER TO RESERVES	-	21,155	21,155	21,155	-	
TOTAL		-	21,155	21,155	21,155	-	

**ECONOMIC IMPACT
FUND 310**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
310-0000-331-5000	FEDERAL GRANT - ARPA	-	-			-	
310-0000-380-0000	PRIOR YEAR PROJECTS - RE-ALLOCATED FROM RESERVES	-	18,400	18,400	18,400	18,400	EnerGov Software Conversion - \$18,400
310-0000-381-9000	TRANSFER FROM RESERVES	83,204	135,000	135,000	135,000	39,450	FY 24/25 fund balance \$182,798 per audit FY 23/24
	TOTAL	83,204	153,400	153,400	153,400	57,850	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
310-0310-516-3450	CONTRACTUAL SERVICES - ENERGGOV	25,274	18,400	18,400	-	18,400	EnerGov Software Conversion carryover - \$18,400
310-0310-516-3455	CONTRACTUAL SERVICES - RADIOS	-	-	-	-	-	
310-0310-516-6450	MACHINERY & EQUIPMENT - ENERGGOV	-	-	-	-	-	
310-0310-516-6455	MACHINERY & EQUIPMENT - RADIOS	-	-	-	-	-	
310-0310-535-3100	PROFESSIONAL SERVICES	30,112	-	-	1,084	-	
310-0310-522-9001	TRANSFER TO GENERAL FUND	-	-	61,000	61,000		
310-0310-541-9007	TRANSFER TO HURRICANE FUND (007)	-				-	
310-0310-525-9008	TRANSFER TO DISASTER RECOVERY FUND (008)	-	25,000	13,000	13,000	-	
310-0310-522-9305	TRANSFER TO PUBLIC SAFETY EQUIPMENT FUND (305)	-	110,000	-	-	-	
310-0310-522-9307	TRANSFER TO CAPITAL FACILITY MAINT & EQUIPMENT FUND (307)					25,000	
310-0310-533-9401	TRANSFER TO WATER FUND (401)		-	61,000	61,000		
310-0310-541-9311	TRANSFER TO SOUTH PENINSULA DRIVE SIDEWALK FUND (311)	-	-	-	-	-	
310-0310-541-9312	TRANSFER TO SEPTIC-TO SEWER PHASES 1 & 2 (312)	27,818	-	-	-	14,450	
310-0310-516-9100	TRANSFER TO RESERVES	-	-	-	17,316	-	
	TOTAL	83,204	153,400	153,400	153,400	57,850	

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

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
311-0000-381-8001	TRANSFER FROM GENERAL FUND	184,498	170,000	170,000	170,000	-	
311-0000-381-9310	TRANSFER FROM RELIEF FUNDS	-	-	-	-	-	
311-0000-381-9000	TRANSFER FROM RESERVES	-	1,089,197	1,089,197	1,089,197	995,390	FY 24/25 fund balance \$1,100,704 per audit FY 23/24
311-0000-381-9007	TRANSFER FROM HURRICANE IAN (007)	131,320	-	-	-	-	
TOTAL		315,818	1,259,197	1,259,197	1,259,197	995,390	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
311-0311-541-3100	PROFESSIONAL SERVICES	14,396	1,099,197	1,099,197	184,210	970,390	Surveying and Engineering Design
311-0311-541-3400	CONTRACT SERV- VOLUSIA COUNTY	3,474	160,000	160,000	80,600	25,000	Volusia County Project Management
311-0311-541-9100	TRANSFER TO RESERVES	297,948	-	-	994,387	-	
TOTAL		315,818	1,259,197	1,259,197	1,259,197	995,390	

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

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
REVENUES							
312-0000-334-3500	FDEP PRINCIPAL FORGIVENESS SRF LOAN (100%)	-	5,200,000	5,200,000	-	5,200,000	50% of a \$10.4 Million SRF Loan
312-0000-369-0000	PORT ORANGE REIMBURSEMENT	71,531	-	-	-	-	72% of Funding Assistance Cost
312-0000-381-9000	TRANSFER FROM RESERVES	-	27,818	27,818	25,930	-	FY24/25 fund balance 26,906.00 per audit 23/24
312-0000-381-9401	TRANSFER FROM WATER FUND			6,250	6,250		
312-0000-381-9312	TRANSFER FROM RELIEF FUNDS	27,818	-	-	-	14,450	
TOTAL		99,349	5,227,818	5,234,068	32,180	5,214,450	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	COMMENTS
EXPENSES							
312-0312-535-3100	PROFESSIONAL SERVICES	72,443	436,418	442,668	32,180	423,050	Design, Inspection & 28% of Funding Assistance Cost
312-0312-535-6300	IMPROVEMENTS OTHER THAN BLDG	-	4,791,400	4,791,400	-	4,791,400	Construction Services
312-0312-535-9100	TRANSFER TO RESERVES	26,906	-	-	-	-	
TOTAL		99,349	5,227,818	5,234,068	32,180	5,214,450	

**WATER OPERATIONS/MAINTENANCE
FUND 401**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
401-0000-343-3000	WATER UTILITY - SALES	1,872,372	1,846,500	1,846,500	1,846,500	1,860,000	Includes estimated water rate increase
401-0000-343-3100	CONNECTION FEES	3,055	4,000	4,000	4,000	6,600	Building Permits (8 single-family res; 2 additions; 1 commercial project)
401-0000-343-3200	FIRELINES	6,246	6,150	6,150	6,150	6,200	
401-0000-343-3300	PENALTIES - LATE PAYMENTS	17,850	19,000	19,000	19,000	19,000	Late payments
401-0000-343-3400	HYDRANT METER FEE	1,200	600	600	600	1,200	
401-0000-361-1000	INTEREST	10,389	8,450	8,450	8,450	6,350	
401-0000-369-0000	OTHER MISCELLANEOUS REVENUE	2,400	2,000	2,000	2,000	2,500	
401-0000-380-0000	PRIOR YEAR PROJECTS - RE- ALLOCATED FROM RESERVES		10,900	10,900	10,900	-	
401-0000-382-9000	TRANSFER FROM RESERVES	-	14,731	14,731	14,731	32,785	24/25 fund balance \$1,001,169 per audit of FY 23/24
401-0000-382-9310	TRANSFER FROM ECONOMIC IMPACT FUND		-	61,000	61,000	-	
	TOTAL	1,913,512	1,912,331	1,973,331	1,973,331	1,934,635	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
401-0401-533-1100	EXECUTIVE SALARIES	92,252	102,433	102,433	102,433	101,872	% 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	229,867	256,369	256,369	256,369	272,781	All Public Works employees (10 current and 2 at mid-year FY25/26) paid 30% from this account 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	6,082	10,000	10,000	10,000	10,020	For waterbreak afterhour response
401-0401-533-1500	INCENTIVE PAY - ON CALL, WATER & BACKFLOW CERTIFICATIONS	21,926	34,660	34,660	34,660	33,160	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
401-0401-533-2100	FICA	26,686	31,135	31,135	31,135	32,620	same percentage as used for salaries allocated to this fund
401-0401-533-2200	RETIREMENT	65,195	74,343	74,343	74,343	77,268	same percentage as used for salaries allocated to this fund
401-0401-533-2301	HEALTH INSURANCE	38,939	50,968	50,968	50,968	58,468	same percentage as used for salaries allocated to this fund
401-0401-533-2302	DENTAL INSURANCE	1,033	1,139	1,139	1,139	1,195	same percentage as used for salaries allocated to this fund
401-0401-533-2303	LIFE AND DISABILITY INSURANCE	2,128	2,742	2,742	2,742	3,302	same percentage as used for salaries allocated to this fund
401-0401-533-2304	VISION INSURANCE	229	299	299	299	316	same percentage as used for salaries allocated to this fund
401-0401-533-2305	EMPLOYEE ASSISTANCE PLAN (EAP)	106	118	118	118	129	same percentage as used for salaries allocated to this fund
401-0401-533-2400	WORKERS' COMP	13,159	14,475	14,475	14,475	17,239	Water Fund's share of worker's compensation insurance
401-0401-533-3100	PROFESSIONAL SERVICES	13,697	15,900	9,650	9,650	5,000	Valve & Hydrant Oversight/Inspections

**WATER OPERATIONS/MAINTENANCE
FUND 401**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
401-0401-533-3200	ACCOUNTING AND AUDITING	12,218	13,500	13,500	13,500	11,250	25% of audit & audit consultant costs; shared with General Fund
401-0401-533-3400	CONTRACTUAL SERVICES	814	3,000	3,000	900	3,300	Water sampling, backflow monitoring, lead & copper testing
401-0401-533-3410	CONTRACTUAL SERVICES - PAYMENTS TO PORT ORANGE	923,551	935,300	935,300	935,300	935,000	Payments to Port Orange (water). Includes Port Orange 3% water rate increase effective 1/1/25
401-0401-533-3450	CONTRACTUAL SERVICES - SENSUS	2,097	400	400	400	4,100	Sensus autoread support
401-0401-533-3480	ENTERPRISE FLEET MAINT FEE	-	-	-	-	475	Fleet Maintenance Program - Enterprise
401-0401-533-4000	TRAVEL AND PER DIEM	884	2,100	2,100	-	2,500	Travel expenses for training
401-0401-533-4020	AUTO ALLOWANCE	4,833	6,490	6,490	6,490	6,490	Town Manager 15%
401-0401-533-4200	POSTAGE SERVICES	4,032	5,250	5,250	5,250	5,250	Postage
401-0401-533-4300	UTILITY SERVICES	687	13,065	13,065	13,065	40,590	Water & Electric
401-0401-533-4400	RENTALS AND LEASES	9,303	9,600	9,600	9,600	7,050	9 months lease on 1 vehicle through June 2026, and postage machine rental
401-0401-533-4500	INSURANCE - GENERAL	15,982	17,590	17,590	17,590	15,710	Water Fund's share of general insurance package
401-0401-533-4700	PRINTING AND BINDING	855	2,200	2,200	2,200	1,800	Forms, business cards, maps, blueprints
401-0401-533-4900	OTHER CHARGES & OBLIGATIONS	7,681	9,500	9,500	9,500	9,900	FDEP License, Health Dept. perit, backflow preventer inspections and calibration
401-0401-533-4915	BAD DEBT EXPENSE	2,055	-	-	-	-	
401-0401-533-4950	BANK SERVICE FEES	40,245	42,200	42,200	42,200	42,200	Bank Service Fees & On-line Payments - these fees are recouped through water utility customer payments.
401-0401-533-5100	OFFICE SUPPLIES	110	300	300	300	300	Office supplies
401-0401-533-5200	OPERATING EXPENSES	995	2,000	2,000	2,000	2,000	Misc shop supplies, utility locating markers/paint
401-0401-533-5210	FUEL	6,673	8,450	8,450	8,450	6,500	Fuel
401-0401-533-5250	NON-CAPITAL EQUIPMENT	6,626	9,500	9,500	14,700	10,000	Misc tools and meter boxes/equipment
401-0401-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS, & MEMBERSHIPS	1,625	1,400	1,400	1,400	1,500	APWA, Florida Rural Water Association, Amazon, & FWPCOA
401-0401-533-5500	TRAINING	2,730	3,000	3,000	2,000	3,000	Water operation, blackflow, water distribtuion training, CEU renewals
401-0401-533-6400	MACHINERY & EQUIPMENT	-	-	61,000	61,000		Backhoe (Split w/ Public Works)
401-0401-533-6470	MACHINE & EQUIPMENT - VEHICLES	-	-	-	-	20,450	Buy-out Lease for 2023 Chevy Silverado in June 2026
401-0401-533-9100	TRANSFER TO RESERVES	150,307					
401-0401-533-9101	TRANSFER TO GF - IT SERVICES	35,710	35,005	35,005	35,005	25,000	Transfer to General Fund for IT Services
401-0401-533-9312	TRANSFER TO FUND 312		-	6,250	6,250	-	
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	110,200	135,900	135,900	135,900	104,900	Move to Water Renewal & Replacement Fund - 405
	TOTAL	1,913,512	1,912,331	1,973,331	1,973,331	1,934,635	

**REFUSE
FUND 402**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
402-0000-343-4000	SERVICE CHARGE - SOLID WASTE	491,853	486,300	486,300	486,300	526,500	Current rate of \$37.50/month.
402-0000-380-1001	TRANSFER FROM GENERAL FUND					-	
402-0000-380-1000	TRANSFER FROM RESERVES	-			-	-	FY 24/25 fund balance \$14,071 per audit of FY 23/24
TOTAL		491,853	486,300	486,300	486,300	526,500	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
402-0402-534-3400	CONTRACTUAL SERVICES	447,302	464,000	464,000	464,000	491,680	Increased expense due to higher rate in FY 25/26 charged to the Town by waste hauler (\$35.02/est month x 1,170 customers)
402-0402-534-3401	CONTRACTUAL SERVICES - HAZARDOUS WASTE DISPOSAL EVENT		5,650	5,650	5,650	-	
402-0402-534-3402	CONTRACTUAL SERVICES - PAPER SHREDDING EVENT		2,350	2,350	2,350	-	
402-0402-534-4915	BAD DEBT	369				-	
402-0402-534-9100	TRANSFER TO RESERVES	7,682	-	-	-		
402-0402-534-9101	TRANSFER TO GENERAL FUND	24,000	1,800	1,800	1,800	22,320	
402-0402-534-9121	TRANSFER TO DEBT SERVICE - SRF - 201	12,500	12,500	12,500	12,500	12,500	
TOTAL		491,853	486,300	486,300	486,300	526,500	

**SEWER
FUND 403**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>REVENUES</u>							
403-0000-324-2100	IMPACT FEE - SEWER - PORT ORANGE	59,107	20,760	20,760	20,760	18,080	Building Permits (8 single-family res; 2 additions; 1 commercial project)
403-0000-343-5000	SEWER UTILITY - SALES	1,072,128	1,118,700	1,118,700	1,118,700	1,107,900	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	20,450	14,000	14,000	14,000	14,200	Connection fees are based upon each new residential unit - (8 x \$1,775).
403-0000-349-1000	OTHER CHARGES FOR SERVICE - ADMINISTRATIVE FEE	24,393	24,832	24,832	24,832	25,279	Paid to Town from Port Orange for processing utility billing
403-0000-381-9000	TRANSFER FROM RESERVES	1,359	168	168	168	-	FY 24/25 fund balance \$5,156 per audit of FY 23/24
TOTAL		1,177,437	1,178,460	1,178,460	1,178,460	1,165,459	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
<u>EXPENSES</u>							
403-0403-535-3410	CONTRACTUAL SERVICES - PAYMENTS TO PORT ORANGE	1,072,108	1,118,700	1,118,700	1,118,700	1,107,900	Payment to Port Orange includes 5.75% increase effective 1/1/25
403-0403-535-4915	BAD DEBT EXPENSE	772					
403-0403-535-5800	IMPACT FEES & CONNECTION FEES	79,557	34,760	34,760	34,760	32,280	Impact fees and connection fees to Port Orange.
403-0403-535-9100	TRANSFER TO RESERVES		-	-	-	279	
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		1,177,437	1,178,460	1,178,460	1,178,460	1,165,459	

**WATER EXPANSION
FUND 404**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
404-0000-324-2100	IMPACT FEES - PONCE INLET	7,126	8,144	8,144	8,144	8,144	Building Permits (8 single-family res; 2 additions; 1 commercial project)
404-0000-324-2110	IMPACT FEES - PORT ORANGE	14,566	15,450	15,450	15,450	15,450	Building Permits (8 single-family res; 2 additions; 1 commercial project)
404-0000-380-1000	TRANSFER FROM RESERVES	-	4,356	4,356	4,356	-	FY 24/25 fund balance \$171,574, per audit of FY 23/24
TOTAL		21,692	27,950	27,950	27,950	23,594	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
404-0404-533-3100	PROFESSIONAL SERVICES	-	-	-	-	-	
404-0404-533-5250	NON-CAPITAL EQUIPMENT	-	5,000	5,000	5,000	-	
404-0404-533-5300	ROAD MATERIALS & SUPPLIES	-	-	-	-	-	
404-0404-533-5800	IMPACT FEES - PORT ORANGE	14,566	15,450	15,450	15,450	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	-	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	7,126	-	-	-	8,144	
TOTAL		21,692	27,950	27,950	27,950	23,594	

**WATER RENEWAL AND REPLACEMENT
FUND 405**

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
REVENUES							
405-0000-382-9401	TRANSFER FROM 401 FUND	110,200	135,900	135,900	135,900	104,900	
405-0000-382-9000	TRANSFER FROM RESERVES	-	-		-		FY 24/25 fund balance \$49,741, per audit of FY 23/24
TOTAL		110,200	135,900	135,900	135,900	104,900	

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED/ CURRENT 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
405-0405-533-4600	REPAIR & MAINTENANCE	3,992	18,165	18,165	18,165	25,000	Supplies for water line maintenance & repairs, meter locks, valve repair & replacement
405-0405-533-4610	REPAIR & MAINTENANCE - VEHICLE	1,397	3,000	3,000	3,000	3,000	50% Vehicle Repairs (split with PW)
405-0405-533-4620	REPAIR & MAINTENANCE - EQUIPMENT	5,893	8,000	8,000	8,000	8,000	50% equipment repairs (split with PW)
405-0405-533-4630	REPAIR & MAINTENANCE - HYDRANTS	32,218	28,735	28,735	28,735	41,900	Hydrant and Valve repair & maintenance
405-0405-533-6400	MACHINE & EQUIPMENT	16,959	53,000	53,000	53,000	27,000	Fire hydrant replacements
405-0405-533-9100	TRANSFER TO RESERVES	49,741	25,000	25,000	25,000	-	
TOTAL		110,200	135,900	135,900	135,900	104,900	

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 23/24	ADOPTED 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	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	-	-		-	-	FY24/25 fund balance \$59,904 per audit of FY 23/24.
	TOTAL	62,000	62,000	62,000	62,000	62,000	-

ACCOUNT NUMBER	ACCOUNT NAME	FINAL 23/24	ADOPTED 24/25	MID-YEAR AMENDED 24/25	AMENDED 24/25	PROPOSED 25/26	Comments
EXPENSES							
411-0411-517-7100	DEBT SERVICE - PRINCIPAL	53,829	54,375	54,375	54,375	54,925	Water System Improvement SRF Loan - FY25/26 is the 9th year of a 20 year loan.
411-0411-517-7200	DEBT SERVICE - INTEREST	7,998	7,453	7,453	7,453	6,905	
411-0411-517-9100	TRANSFER TO RESERVES	173	172	172	172	170	
	TOTAL	62,000	62,000	62,000	62,000	62,000	



Meeting Date: 9/18/2025

Agenda Item: 11-A

Report to Town Council

Topic: Resolution 2025-14 – Reallocation of fees for rental enforcement under Appendix A of the Code of Ordinances.

Summary: Staff is proposing a reallocation of fees collected within the Town's Rental Registration and Inspection Program. The proposed amendments to the Town's fee schedule modify the rental permit fee from \$400 to \$175 and the rental inspection fee from \$100 to \$325. The revised amounts better reflect the time spent by staff to conduct these separate parts of the program, as required by Ordinance 2025-06.

Suggested motion: Approval of Resolution 2025-14 as presented.

Requested by: Mr. Hooker, Code Compliance Manager
Mr. Lear, Planning & Development Director

Approved by: Mr. Disher, Town Manager



MEMORANDUM

TOWN OF PONCE INLET – PLANNING & 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: David Hooker, Code Compliance Manager
Through: Darren Lear, AICP, Planning & Development Director
Date: September 9, 2025
Subject: Resolution No. 2025-14 - Reallocation of fees for rental enforcement under Appendix A of the Code of Ordinances.

MEETING DATE: September 18, 2025

1 Introduction

2 Staff is requesting amendments to the Town's fee schedule to reallocate the fees collected within
3 the Town's Rental Registration and Inspection Program, which governs both residential and non-
4 residential rental permits.

5
6 When the Town's rental permit program was established in 2003, the Town Council found that the
7 rental of dwellings for short-term occupancy in single-family and multi-family zoning
8 classifications affected the character and stability of residential neighborhoods. Furthermore, the
9 Town Council believed that regulating these rentals presented a balanced and prudent approach to
10 the community's concerns and would, upon reflection of its success, potentially revisit
11 modifications to the program in the future.

13 Summary of changes

14 The proposed amendments to Appendix A include modifications to the rental permit fee from \$400
15 to \$175 and to the rental inspection fee from \$100 to \$325. The revised amounts are based on the
16 time spent by staff to conduct these separate parts of the program.

18 Analysis

19 The rental program is composed in two separate parts.

21 1. Permitting Process

22
23 The first component is the permitting process, which involves verifying the completeness of each
24 application and ensuring compliance with the applicable ordinance.

The rental permit fee was established in 2006 at \$125 per year (Resolution 06-17), and remained unchanged until March 17, 2022, when Resolution 2022-07 increased the fee to \$400.00. This adjustment was made to support the funding of two additional positions within the Code Enforcement Division responsible for enforcing the Town's rental permit program. Pursuant to Section 3.18.5(B) of the Land Use and Development Code (LUDC),

"Fee revenues raised under this section shall fund a position in the code enforcement department of the town and provide enforcement and processing personnel as needed and investigate services. The officer holding this position shall enforce this section."

2. Life-Safety and Property Maintenance Inspections

The second component is the inspection process, related to life-safety and property maintenance. The goal of this component is ensuring that the rental units are safe, habitable and maintained in compliance with Town regulations.

The inspection process was formally established through Ordinance 2022-03 and adopted on January 20, 2022. The associated fees were set via Resolution 2022-07 and adopted on March 17, 2022.

Since the implementation of both program components, staff has worked diligently to promote compliance while maintaining open lines of communication with the public to enhance program effectiveness and efficiency.

Inspection Phases

Upon the Town's authorization of the Rental Inspection Program, 17 inspection items were identified. The rollout was divided into two phases:

Phase One (2022-2023 Rental Cycle): Focused on life safety items

- Disposal of garbage;
- Smoke detectors;
- Fire extinguishers;
- Pool safety barriers;
- Electrical safety covers;
- Plumbing is in good working order;
- Mechanical systems are in good working order;
- Address identification; and
- Any unsafe conditions.

Phase Two (2023-2024 Rental Cycle): Focused on the remaining property maintenance items:

- Fences;
- General maintenance of grounds;
- Mold/mildew around home;

- Pest elimination;
- Driveway & sidewalk maintenance;
- General maintenance
- High grass; and
- Window screens.

This comprehensive list of 17 items served as a minimum standard. It was understood that the checklist may be updated as new concerns or violations emerged.

Program Implementation and Inspection Totals

After the new positions were authorized and the Rental Housing Inspector was hired, the first inspections began in the second half of 2022. Since then, the annual inspection totals are as follows:

Year	Rental Inspections
2022 (beginning mid-year)	236
2023	481
2024	321
2025 (year to date)	109

In 2024, the rental permit and inspection program was suspended for long-term rentals due to concerns regarding potential preemption under Florida Statutes. During this time, an official opinion was sought from the Florida Attorney General to clarify the matter. While the majority of the inspections that year were completed prior to the suspension, several remained outstanding. As of August 2025, the suspension of the long-term rental; permitting remains in effect. Only inspections for short-term rental units are being conducted.

Staff Roles and Associated Costs

During the suspension, staff took the opportunity to conduct a comprehensive re-evaluation of the program's structure and staffing requirements. The positions involved with the rental program are described below.

- Housing Inspector: Conducts all field inspections, engages with HOAs and documents potential violations.
- Administrative Assistant: Handles permit applications and related documents, inquiries and scheduling for approximately 400 inspections annually.
- Code Compliance Manager: Oversees compliance status, coordinates with property owners and prepares cases for the Special Magistrate.
- Planning Director: Reviews cases before hearings and addresses complex permit-holder inquiries.

Permit and Inspection Fees

As noted above, the LUDC provides for the rental permit program to be funded by the fees collected. Currently, the fees for the program are:

- **Rental Permit Fee:** \$400 annually, per unit.
- **Inspection Fee:** \$100 annually, per unit.

This allocation was established in 2022 based on estimates at the time of staffing hours needed to maintain the rental permit and inspection program at the level directed by the Town Council.

The following position specifically manages the permit application component:

Position	% of time spent	Total hours involved
Administrative Assistant	75%	1,560

The following positions specifically address the inspection component of the program:

Position	% of time spent	Total hours involved with program per year
Housing Inspector	100%	2,080
Code Compliance Manager	27%	562
Planning Director	10%	208
Total hours		2,850

Justification for Reallocation of Fees

Since implementation of the inspection program in 2022, staff has gathered comprehensive data and conducted a full re-evaluation of the actual workload distribution across program responsibilities.

This reassessment has revealed a substantial disparity between the time commitments associated with each component. Specifically:

- The **Administrative Assistant**, who handles all aspects of the permitting process, spends approximately **1,560 hours annually** (75% of their time) on permit-related duties.
- By contrast, **inspection-related duties** require a collective **2,850 hours annually**, spread across the Housing Inspector (100%), Code Compliance Manager (27%), and Planning Director (10%).

Of the total 4,410 staff hours spent to administer this program annually, this breakdown demonstrates that approximately **65%** of total staff time is devoted to inspections, whereas approximately **35%** supports permitting. The current fee allocation does not reflect this distribution and results in a disproportionate cost burden on the permit component relative to the services rendered.

To more accurately align fee revenues with the actual use of staff time and departmental resources, staff recommends a restructuring of the fee schedule. Staff recommends that the permit fee be established at \$175 while the inspection fee be \$325. This best represents the percentage of time spent on each component of the program. This adjustment ensures compliance with Section 3.18.5(b) of the LUDC and Sec. 18-216 of the Code of Ordinances, which mandate that fees fund

140 appropriate staffing for enforcement and processing of the rental permit and inspection program.
141 Note that the inspection fee for non-residential properties will remain at \$100, as this still reflects
142 the actual cost of staff time; residential rentals require more individualized inspections and follow-
143 up than commercial properties. The separate inspection fee for non-residential properties is now
144 called out separately in the fee schedule.

145 **Recommendation**

146 The changes as proposed promote fiscal transparency and better communication to permit holders
147 for how their fees are allocated within the rental program. Staff therefore recommends approval of
148 Resolution No. 2025-14, reallocation of fees for rental enforcement in the Town's Fee Schedule
149 under Appendix A of the Code of Ordinances.

RESOLUTION 2025-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA AMENDING PORTIONS OF APPENDIX A (FEES, RATES AND CHARGES) OF THE TOWN CODE OF ORDINANCES, PART XV- PLANNING, DEVELOPMENT, AND CODE ENFORCEMENT FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council has determined that certain changes are appropriate updates to the existing fee structure; and

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

NOTE: Words stricken are deletions; words underlined are additions; and omissions in text intended to remain the same are indicated by [* * *].

Section 1. Amending Fees for Planning, Development. Part XV of Appendix A of the Town of Ponce Inlet Code of Ordinances is hereby amended to modify Item 3, as follows:

PART XV. – PLANNING, DEVELOPMENT, AND CODE ENFORCEMENT FEES

Rental fees associated with the permit application and inspection shall be paid at the time of permit issuance, in accordance with the following schedule.

APPLICATION TYPE		FEE
	* * *	
3	Code enforcement: Administrative processing of a violation	\$250.00
	Rental permit fee (new and annual fee)	~~\$400.00~~ <u>\$175.00</u>
	Additional late fee if not renewed by October 1st	\$100.00
	Residential rental property maintenance inspection, annual	~~\$100.00~~ <u>\$325.00</u>
	<u>Non-residential rental property maintenance inspection, annual</u>	<u>\$100.00</u>
	1 st re-inspection	\$0
	Additional re-inspections, if necessary	\$50.00 each
	No shows will be counted as an inspection for purposes of determining the re-inspection fee.	
	* * *	

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision in such holding shall not affect the validity of the remaining portions or applications hereof.

Section 3. Conflicting Resolutions. All Resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall take effect on October 1, 2025.

It was moved by Councilmember _____ and seconded by Councilmember _____ that this Resolution shall 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	_____

Adopted this _____ day of _____, 2025.

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, Town Clerk



Meeting Date: 9/18/2025

Agenda Item: 11-B

Report to Town Council

Topic: Resolution 2025-15 – Designation of administrative plat review and approval authority pursuant to F.S. 177.071.

Summary: Senate Bill 784 amends F.S. 177.071, requiring that a subdivision plat or replat application be approved administratively if it complies with the requirements set forth in F.S. 177.091. The law requires all local governments in Florida to designate an administrative authority to receive, review, and process a plat or replat submittal. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Approval of Resolution 2025-15 as presented.

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 obtain the greatest value for their tax dollar.

To: Michael, E. Disher AICP, Town Manager
From: Darren Lear, AICP, Planning & Development Director
Date: September 4, 2025
Subject: Resolution 2025-15, Designation of administrative plat review and approval authority pursuant to F.S. Sec. 177.071

MEETING DATE: September 18, 2025

BACKGROUND

Senate Bill 784 took effect on July 1, 2025. This new law, amending F.S. Section 177.071, requires that a subdivision plat or replat application be approved administratively if the plat or replat complies with the requirements of Florida Statute 177.091. The law requires all local governments in Florida to designate, by ordinance or resolution, an administrative authority to receive, review and process a plat or replat submittal. The designation shall include an administrative official responsible for approving, approving with conditions, or denying a proposed plat or replat. The law further preempts the Town's authority to prescribe its own plat approval process as currently set forth within the Town's Land Use and Development Code (LUDC). This would apply to subdivision plats, replats, and minor replats that require a public hearing for approval. The designation by Resolution is necessary to comply with the law until such time as the Town amends its LUDC.

Additionally, the bill requires the designated administrative authority to acknowledge receipt of a plat or replat submittal in writing within seven (7) business days. This written notice must identify any missing documents or information required to process the plat or replat submittal for compliance with Florida Statutes. The written notice must also provide information regarding the Town's plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving and otherwise processing the plat or replat submittal.

Proposed Resolution 2025-15 provides for the following:

- The Town's Planning and Development Department is hereby designated as the administrative authority to receive, review and process plat or replat submittals;
- The Planning and Development Director, or his or her designee, is hereby designated as the administrative official responsible for approving, approving with conditions or denying a proposed plat or replat.

RECOMMENDATION

Staff recommends adoption of Resolution 2025-15; designating plat approval authority pursuant to F.S. Sec. 177.071.

Attachment:

- Senate Bill 784

RESOLUTION 2025-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, PROVIDING FOR LEGISLATIVE FINDINGS; SETTING FORTH ADMINISTRATIVE DESIGNATIONS CONSISTENT WITH THE REQUIREMENTS OF SECTION 177.071, FLORIDA STATUTES (2025); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE; AND PROVIDING FOR SUNSET.

WHEREAS, s. 177.071, Florida Statutes, as amended by SB 784 (the “Act”), which took effect on July 1, 2025, requires that a plat or replat submitted under the Act be administratively approved if the plat or replat complies with the requirements of s. 177.091, Florida Statutes; and

WHEREAS, the Act requires the Town of Ponce Inlet to designate, by ordinance or resolution, an administrative authority to receive, review and process a plat or replat submittal, which designation shall include designation of an administrative official responsible for approving, approving with conditions, or denying a proposed plat or replat; and

WHEREAS, the Town Council of the Town of Ponce Inlet acknowledges the requirements of the Act, its obligation to comply with the Act’s requirements, and the preemption of the Town’s authority to prescribe the plat approval process as currently set forth within the Town’s Land Use and Development Code (LUDC); and

WHEREAS, the Town Council of the Town of Ponce Inlet acknowledges that it is necessary for the Town to amend its LUDC in order to ensure consistency with the requirements of the Act; and

WHEREAS, accordingly, the Town Council of the Town of Ponce Inlet has determined that it is necessary, via resolution, to designate an administrative authority to receive, review and process a plat or replat submittal and an administrative official to approve, approve with conditions or deny applications for same, until such time as the Town’s LUDC can be amended to ensure consistency and comply with the requirements of the Act; and

WHEREAS, the Town Council of the Town of Ponce Inlet has determined that the administrative designations set forth herein are in the best interests of the Town and the health, safety and welfare of its citizens.

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

SECTION 1. Legislative Findings. The foregoing recitals are hereby adopted as the legislative findings of the Town Council of the Town of Ponce Inlet, Florida.

SECTION 2. Administrative Designations. Given the preemption regarding plat processing and approval authority set forth in the Act, and notwithstanding any conflicting provision(s) set forth within the Town’s LUDC:

1. The Town's Planning and Development Department is hereby designated as the administrative authority to receive, review and process plat or replat submittals;
2. The Planning and Development Director, or his or her designee, is hereby designated as the administrative official responsible for approving, approving with conditions or denying a proposed plat or replat.

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, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 4. Conflicting Resolutions. All Resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

SECTION 6. Sunset. This Resolution shall remain effective until such time as it is repealed and/superseded by subsequent resolution and/or until such time as the Town amends its LUDC to address the requirements of the Act, at which time this Resolution and the designations set forth herein shall sunset and no longer remain in effect.

It was moved by Council member _____ and seconded by Council member _____ that this Resolution shall 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 on this _____ day of _____, 2025.

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC, Town Clerk

Senate Bill 784

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1
2 An act relating to platting; amending s. 177.071,
3 F.S.; requiring that certain plat or replat submittals
4 be administratively approved with no further action by
5 certain entities under certain circumstances;
6 requiring the governing body of such county or
7 municipality to designate an administrative authority
8 to receive, review, and process plat or replat
9 submittals; providing requirements for such
10 designation; defining the term "administrative
11 authority"; requiring the administrative authority to
12 submit a certain notice to an applicant; providing
13 requirements for such notice; requiring the
14 administrative authority to approve, approve with
15 conditions, or deny a plat or replat submittal in
16 accordance with the timeframe in the initial written
17 notice to the applicant; requiring the administrative
18 authority to notify the applicant in writing if it
19 declines to approve a plat or replat submittal;
20 requiring that the written notification contain the
21 reasons for denial and other information; prohibiting
22 the administrative authority or other official,
23 employee, agent, or designee from requesting or
24 requiring that the applicant request an extension of
25 time; amending s. 177.111, F.S.; conforming provisions
26 to changes made by the act; providing an effective
27 date.

28
29 Be It Enacted by the Legislature of the State of Florida:

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Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

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replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

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part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

~~(5)-(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

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circuit court clerk or other recording officer shall maintain in
his or her office a book of the proper size for such papers so
that they will ~~shall~~ not be folded, to be kept in the vault. A
print or photographic copy must be filed in a similar book and
kept in his or her office for the use of the public. The clerk
shall make available to the public a full size copy of the
record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.



Meeting Date: 9/18/2025

Agenda Item: 11-C

Report to Town Council

Topic: Resolution 2025-16 – Amendments to the Town of Ponce Inlet Investment Policy.

Summary: Resolution 2025-16 has been drafted to amend and update the Town of Ponce Inlet's Investment Policy to ensure compliance with current statutory requirements. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Approval of Resolution 2025-16 as presented.

Requested by: Ms. McColl, Finance Director

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Office of the Finance 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: Kim McColl, Finance Director
Date: September 8, 2025
Subject: Resolution 2025-16 – Amendments to the Town of Ponce Inlet Investment Policy

MEETING DATE: September 18, 2025

PURPOSE

The purpose of this staff report is to provide background and support for the adoption of Resolution 2025-16, which amends and updates the Town of Ponce Inlet's Investment Policy to ensure compliance with current statutory requirements and to establish the Town's authorized investment practices. The policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices. This policy complies with Section 218.415, Florida Statutes, and applies to all cash and investments held or controlled by the Town, except for the Town's Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect.

Additionally, any future revenues that have statutory investment requirements conflicting with the Investment Policy and funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this policy.

BACKGROUND

The Town's investment policy has not been updated since May 15, 2014. However, updates to Section 218.415, Florida Statutes in 2024 necessitate a review and revision of the Town's policy to ensure continued compliance and alignment with best practices in the management of public funds.

The Town has been working on this policy revision with Mr. Jeffrey Larson, the President of Larson Consulting Services, LLC, an Orlando-based, independent financial advisory firm registered with the Security and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). Some of the major changes recommended by Mr. Larson include the following:

- 24 • Include Finance Director, Authorized Designee, and Financial Advisor to assist the Town
25 Manager in establishing internal controls and operational procedures included throughout
26 the Investment Policy.
- 27 • Modify, delete, or add language as deemed appropriate for the Town and ensure
28 compliance with 2024 Florida Statute, Section 218.415.
- 29 • Revise portfolio composition language and percentage allocations.

30 This revised policy has been reviewed and endorsed by the Town's auditors, Aline Accounting
31 Partners.

32 **RECOMMENDATION**

33 Staff recommends approval of Resolution 2025-16 to ensure the Town's investment practices
34 remain compliant with state law and reflect prudent financial management principles.

RESOLUTION 2025-16

A RESOLUTION OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA AMENDING THE TOWN'S INVESTMENT POLICY FOR MUNICIPAL FUNDS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 218.415, Florida Statutes, provides that investment of funds by a local government must be consistent with a written investment plan adopted by the governing body, and which must be structured to place the highest priority of the safety of principal and liquidity of funds; and

WHEREAS, on February 15, 2006, by Resolution 2006-03, the Town Council of the Town of Ponce Inlet, Florida adopted an investment policy governing the investment of the Town's surplus funds, and amended the policy by the adoption of Ordinance No.2014-03 on May 15, 2014; and

WHEREAS, the Town's investment policy may require amendment from time to time as warranted by prevailing conditions and circumstance, necessitating the flexibility of action by resolution; and

WHEREAS, the proposed amendments to the investment policy are designed to ensure the continued, prudent management of public funds in accordance with current State and Federal regulations, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices; and

WHEREAS, in accordance with Section 218.415, Florida Statutes, the proposed investment policy applies to all cash and investments held or controlled by the Town with the exception of Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

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

SECTION 1. Adoption of Investment Policy Investment Policy

The Investment Policy, attached hereto as Exhibit "A", is hereby adopted as the official Investment Policy for the Town of Ponce Inlet

SECTION 2. Conflicting Resolutions.

All ordinances or resolutions or parts of ordinances or 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 _____ day of _____, 2025.

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC
Town Clerk

TOWN OF PONCE INLET, FLORIDA INVESTMENT POLICY



**APPROVED ON MAY 15, 2014
AMENDED ON SEPTEMBER 18, 2025**

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The Town of Ponce Inlet, Florida

Investment Policy

I. PURPOSE

The purpose of this Investment Policy (hereinafter “Policy”) is to set forth the investment objectives and parameters for the management of public funds for the Town of Ponce Inlet, Florida (hereinafter “Town”). This policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

The investment policy shall apply to all funds under the control of the Town in excess of those required to meet expenses; however, it does not apply to pension funds including those funds in Chapters 175 and 185, Florida Statutes, or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. In accordance with Section 218.415, and Chapter 280, Florida Statutes, this Policy ~~applies to~~ includes all cash and investments held or controlled by the Town and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Capital ~~Principal~~

The foremost objective of this investment program is the safety of the principal of those funds within the Town’s portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of fair market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

~~Maintenance of~~ Liquidity of Funds

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed ~~in order~~ to ensure that the portfolios are positioned to provide sufficient liquidity.

~~Return on~~ Investment Income

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return of investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low-~~risk~~ securities in anticipation of earning a fair return relative to the risk being assumed.

Investment Decisions

The investment decisions for the Town’s investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, “pecuniary factor” has the same meaning as defined Section 218.415(24)(a), Florida Statutes.

IV. DELEGATION OF AUTHORITY

~~In accordance with the Charter of the Town of Ponce Inlet,~~ The responsibility for providing oversight and direction in regard to the management of the investment program resides with the Town Manager, Finance Director, or authorized designee. The daily management responsibility for all Town funds in the investment program and investment transactions is delegated to the Town Manager, Finance Director, or authorized designee. The Town Manager, Finance Director, or authorized designee shall establish written procedures as needed for the operation of the investment portfolio and a system of internal accounting and administrative controls for employees with access to the Town's investments. The Town may employ a Financial Advisor or Investment Manager to assist in managing some of the Town's portfolios. Such Financial Advisor or Investment Manager must be registered with the Security and Exchange Commission ~~under the Investment Advisors Act of 1940~~.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Town Manager, Finance Director, or authorized designee in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert." The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgement, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Town Manager and the Mayor any material financial interests in financial institutions that conduct business with the Town, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Town's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Town Manager, Finance Director, or authorized designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the Town's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error and misrepresentation by third parties, or imprudent actions by employees. The

written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit to the Town shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Town Manager, Finance Director, or authorized designee ~~and/or other appropriate staff~~ shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Town staff, Financial Advisors, and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida, institutions designated as “Primary Securities Dealers” by the Federal Reserve Bank of New York, or from direct issuers of commercial paper and bankers’ acceptances.

Authorized Town staff, Financial Advisors, and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Town Manager, Finance Director, authorized designee, Financial Advisor, or the Investment Advisor, has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Telerate Information System

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the Town's custodian or their correspondent institutions

The Town Manager, Finance Director, authorized designee, Financial Advisor, or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgement of the Town Manager, Finance Director, authorized designee, Financial Advisor, or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

~~Overnight sweep repurchase agreements will not be bid but may be placed with the Town's depository bank relating to the demand account for which the repurchase agreement was purchased.~~

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the Town's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Town Manager, Finance Director, or authorized designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Town's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the Town. The Town Manager, Finance Director, or authorized designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this policy are prohibited.

A. The Florida Local Government Surplus Funds Trust Fund (Florida Prime) as administered by the Florida State Board of Administration ("SBA").

1. Investment Authorization

The Town Manager, Finance Director, or authorized designee may invest in the SBA (Florida Prime).

2. Portfolio Composition

A maximum of ~~100~~50% of available funds may be invested in the SBA (Florida Prime).

3. Rating Requirements

The SBA (Florida Prime) shall be rated “AAAm” or “AAAF” by Standard and Poor’s or Fitch, or the equivalent by another rating agency.

B. United States Government Securities

1. Purchase Authorization

The Town Manager, Finance Director, or authorized designee may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

- Cash Management Bills
- Treasury Securities – State and Local Government Series (“SLGS”)
- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Treasury Strips

2. Portfolio Composition

A maximum of ~~100~~50% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. United States Government Agencies

1. Purchase Authorization

The Town Manager, Finance Director, or authorized designee may invest in bonds, ~~debentures~~, notes or callables issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

- United States Export – Import Bank
 - Direct obligations or fully guaranteed certificates of beneficial ownership
- Farmer Home Administration
 - Certificates of beneficial ownership
- Federal Financing Bank
 - Discount notes, notes and bonds
- Federal Housing Administration Debentures
- General Services Administration
- United States Maritime Administration Guaranteed

- Title XI Financing
- New Communities Debentures
 - United States Government guaranteed debentures
- United States Public Housing Notes and Bonds
 - United States Government guaranteed public housing notes and bonds
- United States Department of Housing and Urban Development
 - Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 25% ~~off~~ available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government sponsored agencies)

1. Purchase Authorization

The Town Manager, Finance Director, or authorized designee may invest in bonds, debentures, notes or callables issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank or its district banks (FHLB)
- Federal National Mortgage Association (FNMA)
- Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal - Home Loan Mortgage Corporation participation certificates
- Student Loan Marketing Association (Sallie-Mae)

2. Portfolio Composition

A maximum of ~~80~~50% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of ~~40~~25% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase.

E. Interest Bearing Time Deposit or Saving Accounts

1. Purchase Authorization

The Town Manager, Finance Director, or authorized designee may invest in non-negotiable interest-bearing time certificates of depositor savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States; additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in non-negotiable interest-bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer and shall not exceed FDIC insurance limits or collateralized FL QPD Limits.

4. The maximum maturity on any certificate shall be no greater than ~~five~~ three (53) years from the date of purchase.

~~F. Repurchase Agreements~~

~~1. Purchase Authorization~~

~~a. The Town Manager may invest in repurchase agreements composed of only those investments based on the requirements set forth by the Town's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.~~

~~b. A third party custodian with whom the Town has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Town Manager and retained.~~

~~c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement excluding one (1) business day agreements and overnight sweep agreements. Immaterial short term deviations from 102 percent requirement are permissible only upon the approval of the Town Manager.~~

~~2. Portfolio Composition~~

~~A maximum of 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 25% of available funds may be invested with any one institution.~~

~~4. Limits on Maturities~~

~~The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.~~

~~G. Commercial Paper~~

~~1. Purchase Authorization~~

~~The Town Manager may invest in commercial paper of any United States company that is rated, at the time of purchase, “Prime 1” by Moody’s and “A-1” by Standard & Poor’s (prime commercial paper). If the commercial paper is backed by a letter of credit (“LOC”), the long term debt of the LOC provider must be rated “A” or better by at least two nationally recognized rating agencies.~~

~~2. Portfolio Composition~~

~~A maximum of 20% of available funds may be directly invested in prime commercial paper.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 10% of available funds may be invested with any one issuer.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.~~

~~H. Bankers’ Acceptances~~

~~1. Purchase Authorization~~

~~The Town Manager may invest in Bankers’ Acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short term paper is rated, at a minimum, “P-1” by Moody’s Investors Services and “A-1” Standard & Poor’s.~~

~~2. Portfolio Composition~~

~~A maximum of 20% of available funds may be directly invested in Bankers’ Acceptances.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 10% of available funds may be invested with any one issuer.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for Bankers’ Acceptances shall be 180 days from the date of purchase.~~

~~I. State and/or Local Government taxable and/or Tax Exempt Debt~~

~~1. Purchase Authorization~~

~~The Town Manager may invest in state and/or local government taxable and/or tax exempt debt, general obligation and/or revenue bonds, rated at least “Aa” by Moody’s and “AA” by Standard & Poor’s for long term debt, or rated at least “MIG-2” by Moody’s and “SP-2” by Standard & Poor’s for short term debt.~~

~~2. Portfolio Composition~~

~~A maximum of 20% of available funds may be invested in taxable and tax exempt debts.~~

~~3. Maturity Limitations~~

~~A maximum length to maturity for an investment in any state or local government debt security is three (3) years from the date of purchase.~~

~~J.F. Registered Investment Companies (Money Market and Mutual Funds)~~

1. Investment Authorization

The Town Manager, Finance Director, or authorized designee may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. § 270.2a-7. In addition, the Town Manager, Finance Director, or authorized designee may invest in other types of mutual funds provided such funds are registered under the Federal Investment Company Act of 1940, and invest exclusively in the securities specifically permitted under this investment policy, and are similarly diversified.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market and mutual funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one non-SEC Rule 2a-7 investment mutual fund.

4. Rating Requirements

The mutual funds shall be rated “AAAm” or “AAAm-G” or ~~better~~ “AAAF” by Standard & Poor’s, or Fitch, or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Town Manager, Finance Director, or authorized designee that will contain a list of questions that covers the major aspects of any investment pool/fund.

K.G. Intergovernmental Investment Pool

1. Investment Authorization

The Town Manager, Finance Director, or authorized designee may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

2. Portfolio Composition

A maximum of ~~25~~50% of available funds may be invested in intergovernmental investment pools.

3. Rating Requirements

The Local Government Investment Pool (LGIP) shall be rated “AAAm” or “AAAF” by Standard & Poor’s or Fitch, or the equivalent of another rating agency.

~~3.4.~~ Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Town Manager, Finance Director, or authorized designee that will contain a list of questions that covers the major aspects of any investment pool/fund.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements are specifically prohibited by this investment policy. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

XIV. PERFORMANCE MEASUREMENTS

~~To In order to~~ assist in the evaluation of the portfolio’s performance, the Town will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Town to measure its returns against other investors in the same markets.

- A. The State Board of Administration’s Local Government Surplus Funds Trust Fund (“SBA Pool”) will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to an index comprised of U.S. Treasury or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio’s total rate of return.
- C. Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks.

D. The Town does not generally invest in large, complicated investments, so the level of performance measurement mentioned above will not be performed on simpler investments such as money market accounts, certificate of deposits, insured cash sweep (ICS) accounts, and other miscellaneous bank accounts. The local government investment pools (LGIPs) like SBA will be evaluated using Item A listed above.

XV. REPORTING

The Town Manager shall provide the Town Council with quarterly investment reports. ~~Schedules in the quarterly report should include the following:~~

~~A. A listing of individual securities held at the end of the reporting period~~

~~B. Percentage of available funds represented by each investment type~~

~~C. Coupon, discount or earning rate~~

~~D. Average life or duration and final maturity of all investments~~

~~E. Par value and market value~~

On an annual basis, the Town Manager, Finance Director, or authorized designee shall prepare and submit to the ~~Town Council~~ Town's auditors ~~a written report on all invested funds~~ an annual investment schedule. ~~The annual report~~ This schedule shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, interest rate, and terms, ~~earned income, the book value, the market value and the yield on each investment.~~

The annual report will show performance, which shall include securities in the portfolio by class or type, book value, income earned, and fair value as of the report date as deemed appropriate if the Town invests in such types. ~~The Town currently does not individually invest in these securities outside of local government investment pools, on both a book value and total rate of return basis and will compare the results to the above stated performance benchmarks.~~ The Town Manager or Finance Director will review the performance benchmarks reports on an annual basis. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by, the Town should be properly designated as an asset of the Town. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Town Manager, Finance Director, or authorized designee and which authorization

has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Town Manager, Finance Director, or authorized designee with safekeeping receipts that provide ~~detail~~detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVII. INVESTMENT POLICY ADOPTION

The revised investment policy shall be adopted by a Town resolution. The Town Manager, Finance Director, or authorized designee shall review the policy annually and the Town Council shall approve any modification made thereto.

**APPROVED AND ADOPTED THROUGH RESOLUTION 2025-~~16XX~~ BY THE TOWN COUNCIL
OF THE TOWN OF PONCE INLET ON SEPTEMBER 18, 2025.**

Town of Ponce Inlet, Florida

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC
Town Clerk

ATTACHMENT

Glossary of Cash and Investment Management Terms

Attachment is for reference purposes only

Accrued Interest – Interest earned but has not been paid or received.

Agency – A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Asked - The price at which securities are offered.

Average Life – The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) – A draft, bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent, or 0.01%. Thus, 1% equals 100 basis points of yield, e.g., and “1/4” of 1 percent is equal to 25 basis points.

Bid – The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker – A broker brings buyer and sellers together in exchange for a commission.

Call Date – Date at which a call option may be or is exercised.

Call Option – The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes – Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Current Yield (Current Return) – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivatives – For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value – Current market price of a security.

Federal Deposit Insurance Corporation (FDIC) – Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Home Loan Banks (FHLB) – Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA) – FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider

of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Fitch Investors Service, Inc. – One of several Nationally Recognized Statistical Rating Organizations (NRSROs) that provide credit ratings on corporate and municipal debt issues.

Government National Mortgage Association (GNMA OR GINNIE MAE) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term “passthroughs” is often used to describe Ginnie Maes.

Government Securities – An obligation of the U.S. Government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, Bonds, and SLGS.”

Internal Controls – An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgements by management. Internal controls should address the following points:

1. **Control of collusion** – Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** – Securities purchases from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** – Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** – Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** – Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** – The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Investment Company Act of 1940 – Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Liquidity – An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's [Florida Prime Fund](#) "SBA").

Long-Term Core Investment Program – Funds that are not needed within a one-year period.

Mark-to-market – The process whereby the book value or collateral value of a security is adjusted to reflect its current [fair market](#)-value.

~~**Fair Market Value**—Current market price of a security.~~

~~**Master Repurchase Agreement**—A written contract covering all future transactions between parties to repurchase reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer lender to liquidate the underlying securities in the event of default by the seller borrower.~~

Maturity – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market – The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund – Mutual funds that invest solely in money market instruments (short-term debt instruments, such as [U.S. Treasury bills](#), commercial paper, bankers' acceptances, repos and federal funds). [Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "Rule 2a-7" which significantly limits average maturity and credit quality of holdings.](#)

Municipal Note/Bond – A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund – Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

NRSRO – A “Nationally Recognized Statistical Rating Organization” is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank issues. –Only ratings of a NRSRO may be used for the regulatory purposes of rating. –Includes Moody’s, S&P, Fitch and Duff & Phelps.

National Association of Securities Dealers (NASD) – A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value (NAV) – The fair market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund’s assets which includes securities, cash, and any accrued earnings, subtracting this from the fund’s liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund’s portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

Par – Face value or principal value of a bond, typically \$1,000 per bond.

Pecuniary Factor – As defined in Sec. 218.415, Florida Statutes, a factor expected to have a material effect on the risk of return of an investment based on the appropriate investment horizons. The term does not include the consideration of the furtherance of any social, political, or ideological interest.

Portfolio – Collection of securities and investments held by an investor.

Principal – The face value or par value of a debt instrument. Also, it may refer to the amount of capital invested in a given security.

Qualified Public Depository – Per Florida Statute 280, means any bank, saving bank or savings association that:

- (a) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
- (b) Has its principal place of business in this state or has a branch office in this state that is authorized under the laws of this state or of the United States to receive deposits in this state;
- (c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.;
- (d) Meets all requirements of F.S. 280; and
- (e) Has been designed by the Treasurer as a qualified public depository.

Rate of Return – For fixed income securities (bonds and preferred stock), current yield that is, the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (Repo or RP) – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SLGS – State and Local Government Series Securities

Safekeeping – Holding of assets (e.g., securities) by a financial institution.

Standard & Poor's – One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Structured Notes – Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap – Trading one asset for another.

Total Return – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

$$(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$$

Treasury Bills – Short-term U.S. government non-interest-bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets as for signs of interest rate trends.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

Treasury Bonds – Long-term U.S. government debt securities with maturities of 10ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio. According to SEC Rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield Curve – A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC) – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.



Meeting Date: 9/18/2025

Agenda Item: 13-A

Report to Town Council

Topic: Approval of agreement with Edgewater Animal Shelter.

Summary: The current contract between the Town of Ponce Inlet and the Halifax Humane Society (HHS) expires on September 30, 2025. The new proposal from HHS (Attachment 1) offers fewer services and higher costs. Therefore, the Ponce Inlet Police Department seeks approval to enter into an agreement with the Edgewater Animal Shelter to provide animal welfare services for the Town. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Approval of the agreement with Edgewater Animal Shelter.

Requested by: Chief Glazier, Police Chief

Approved by: Mr. Disher, Town Manager



Town of Ponce Inlet
Office of the Chief of Police

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

To: Michael E. Disher, AICP, Town Manager

From: Jeff Glazier, Police Chief

Date: August 21, 2025

Re: Staff Report – Edgewater Animal Shelter

Meeting Date: September 18, 2025

The Ponce Inlet Police Department seeks approval to enter into an agreement with the Edgewater Animal Shelter to provide animal welfare services for the Town of Ponce Inlet beginning October 1, 2025. These services are currently provided by the Halifax Humane Society, whose agreement with the Town of Ponce Inlet expires on September 30, 2025.

Beginning October 1, 2025 The Halifax Humane Society will no longer accept dangerous animals and rabies quarantine cases from local governments. They plan to eventually stop accepting strays entirely. Their future efforts will focus on public dog training classes, adoptions, and access to low-cost veterinary care.

The Edgewater Animal Shelter currently serves the City of Edgewater, the City of New Smyrna Beach, the City of South Daytona, Volusia County, and the City of Ormond Beach. The agreement between the Town of Ponce Inlet and the Edgewater Animal Shelter would be in effect until terminated by either party. The contract was reviewed by our Town Attorney.

A comparison of costs is provided below.

Services	Edgewater Animal Shelter	Halifax Humane Society
RTF Feral Cats	\$75	\$75
Dog or Cat Impoundment	\$125	\$300 (Increasing to \$800 beginning March 31, 2026)
Other Domesticated Animal	\$125	\$300
Deceased on Arrival	\$50	\$55
Confiscated Animal	\$125	\$300
Anesthesia Fee	\$60	\$75
Euthanasia Fee	\$65	\$75
Hourly Veterinarian Staff Rate	\$150	\$180
Dangerous Dogs	\$125	Does not accept dangerous dogs

**Agreement between
Town of Ponce Inlet and Edgewater Animal Shelter, Inc.**

THIS AGREEMENT (the “Agreement”) is by and between the **EDGEWATER ANIMAL SHELTER, INC.**, a Florida nonprofit organization located at 605 Mango Tree Drive, Edgewater, Florida (hereafter referred to as the “Shelter”), and the **TOWN OF PONCE INLET**, a Florida municipal corporation located at 4300 S. Atlantic Ave., Ponce Inlet, Florida 32127 (hereafter referred to as the “Town”).

WHEREAS, the Shelter is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered humanely; and

WHEREAS, the Town needs to be able to house any stray animal that requires services, and the Town cannot house animals at the police station; and

WHEREAS, the Shelter and the Town desire to enter into an agreement to establish terms and conditions under which the Shelter will provide sheltering services for lost, stray, abandoned, seized, confiscated or relinquished animals.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. Term; Termination; Annual Appropriation:

- a. *Term*: This Agreement shall take effect on the on the latest date of execution by the parties hereto and shall remain in full force and effect for a period of ____ () year(s), until terminated by either party as set forth herein. This Agreement may be extended by the parties upon their mutual written agreement.
- b. *Termination*: Either party may terminate this Agreement with or without cause, with thirty (30) days’ written notice to the non-terminating party.
- c. *Annual Appropriation of Funds*: The parties acknowledge and agree that the continuation of this Agreement beyond the end of any fiscal year is subject to the availability of funds lawfully appropriated by the Town of Ponce Inlet for such purpose. If funds are not appropriated for the continuation of this Agreement, the Town shall provide written notice to the Shelter and this Agreement shall terminate on the last day for which appropriated funds are available without penalty or further obligation to either party.

2. Shelter’s Responsibilities: The Shelter agrees to:

- a. Provide intake, housing, and care services to all stray dogs, cats, and other domesticated animals which are delivered to the Shelter by the Ponce Inlet Police Department, designated animal control officers, or other authorized Town personnel (collectively referred to hereinafter as the “Designated Officers”).
- b. The Shelter will maintain and operate the shelter in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Shelter from all areas within the Town of Ponce Inlet.

- c. the Shelter will furnish, at its sole expense, supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours veterinarian available, at the Edgewater Animal Shelter's sole expense.
- d. Notify the Town of any lost or stray animal deposited at the shelter by a Ponce Inlet resident and cooperate with the Town to locate the animal's owner. In the event the Shelter is able to identify the owner of an animal dropped off by the Town or a Ponce Inlet resident, the Shelter will use its best efforts to contact and inform the owner of recovery procedures within one (1) business day of owner identification.
- e. Provide periodic reports to the Town detailing the number of animals accepted, each animal's anticipated outcome (adoption, transfer, etc.), and any notable incidents.

3. Town's Responsibilities: The Town agrees to:

- a. Notify the Shelter in advance of any animals being brought to the Shelter for acceptance.
- b. Cooperate with the Shelter in providing all pertinent information known to or discovered by the Town, including any known medical or behavioral issues and the location of animal retrieval, to assist the Shelter in providing animal care and identifying the animal owner.

4. Rates; Payment:

- a. *Generally:* The Town agrees to pay the Shelter a fee of \$125 per animal, including domestic cats. This fee covers the cost of intake housing, veterinary care, and other associated expenses related to the care of the animal during its stay at the Shelter.
- b. *Dangerous Dogs, Abused or Neglected Animals, and Police Confiscations:* The Town agrees to pay the Shelter a fee of \$125 per animal that is classified as a dangerous dog, an abused or neglected animal, or a police confiscation. For avoidance of doubt, the intake fee for dangerous dogs, abused or neglected animals, and police confiscations is not cumulative or in addition to the general intake fee set forth in subsection 4.a. above.
- c. *Quarantine Fee:* Any animal placed in the care of the Shelter without an identified owner will be quarantined to assess the potential for rabies exposure. The Shelter will administer a rabies vaccine to the animal during the quarantine period. If an owner is identified during the quarantine, the owner will be responsible for the costs associated with the quarantine, including the rabies vaccination. If the owner is not identified and the animal remains unclaimed, the Town agrees to pay \$400 for each animal that undergoes quarantine due to rabies exposure concerns.
- d. *Trap, Neuter, and Return:* The Town agrees to pay the Shelter a fee of \$75 per cat for trap, neuter, and return ("TNR") services.
- e. *Payment:* The Shelter shall submit monthly invoices reflecting , unless otherwise agreed to by the Parties in writing. Invoices shall be paid in accordance with the Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*)

5. **TNR Services:** In the event the Town drops off a cat that is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Shelter and Town agree to cooperate in good faith to determine the eligibility of the cat for the TNR program. The Shelter agrees to include spay/neuter, rabies shot, and ear tip for TNR services. The parties acknowledge the Town will only be responsible for TNR service fees for cats delivered to the Shelter by authorized Town personnel.
6. **Holding Period.** The Shelter agrees to hold any impounded animal without identification or microchip for a period of three (3) days prior to adoption or humane destruction. Any animal received by the Shelter that has identification or microchip shall be held for a period of seven (7) days. If the owner fails to claim the animal at the expiration of the holding period, the Shelter may deem the animal abandoned and take action to humanely dispose of the animal either through adoption or destruction. Any impounded animal may be destroyed before the end of the applicable holding period for humane reasons related to relieving needless suffering resulting from injury, sickness, or disease as provided in Fla. Stat. § 828.05. The Town may direct that an animal be held by the animal impounding facility for a period in excess of the applicable holding period.
7. **Rabies:** Notwithstanding anything set forth herein, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, will not be released to its owner until: (i) the animal has been impounded for a minimum of ten (10) days and (ii) the Volusia County Health Department provides express written authorization of release.
8. **Transfer of Ownership; Adoption:** The ownership of the animals will transfer to the Shelter until such time as they are adopted or otherwise transferred to new owners. The Shelter will make reasonable efforts to find suitable homes for the animals through its adoption program. The Shelter will retain all adoption fees collected.
9. **Indemnification:** Shelter agrees to indemnify and hold harmless the Town and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, and expenditures, including, but not limited to, attorneys' fees, court costs, and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or connected to this Agreement, which is caused by any act, omission, default, liability, or negligence of Shelter, its affiliates, officers, directors, employees, agents, contractors, volunteers, or the like. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement. Shelter's obligation to indemnify pursuant to this Section shall survive the expiration or earlier termination of this Agreement.
10. **Sovereign Immunity:** The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. 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 of limits of liability of the Town 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 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, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. Public Records: The Shelter expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- a. Keep and maintain public records required by the Town to perform the contracted service.
- b. Upon request from the Town Clerk, provide the Town 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. 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 Agreement term and following completion of this Agreement if the Shelter does not transfer the records to the Town.
- d. Upon completion of this Agreement, the shelter will transfer at no cost to the Town all public records in possession of the Shelter or keep and maintain public records required by the Town to perform the service. If the Shelter transfers all public records to the Town upon completion of this Agreement, the Shelter shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Shelter keeps and maintains public records upon the completion of this Agreement, the Shelter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, in a format that is compatible with the information technology systems of the Town.
- e. Failure of the Shelter to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Shelter to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the Town.
- f. **IF THE SHELTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHELTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT: (386) 236-2150; KCHERBANO@PONCE-INLET.ORG; 4300 S. ATLANTIC AVE., PONCE INLET, FLORIDA 32127.**

12. Entire Agreement: This Agreement constitutes and will be the entire agreement between the Town of Ponce Inlet and the Edgewater Animal Shelter and supersedes all prior understandings, agreements, or representations, whether oral or written.

13. **Amendments:** Both parties will provide each other with at least 30 days' advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.
14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Volusia County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**
15. **Dispute Resolution.** In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other Party. If the Parties are unable to resolve the dispute within thirty (30) days of such notice, the Parties may proceed to resolve the matter through alternative dispute resolution procedures. The Parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation.
16. **Independent Contractor.** The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.
17. **Compliance with Laws; Permits and Licenses.** The Shelter agrees to comply with all applicable federal, state, county, and municipal statutes, ordinances, regulations, and laws. The Shelter shall be solely responsible for the cost of all licenses, permits, insurance, and approvals necessary for the performance of services pursuant to this Agreement.
18. **Public Entity Crimes.** In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the Town, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The Shelter hereby affirms that neither Shelter nor any of Shelter's affiliates or subcontractors are on the convicted vendor list. The Shelter shall notify the Town immediately if the Shelter, or any affiliate or subcontractor of the Shelter, is placed on the convicted vendor list during the term of this Agreement. The Shelter acknowledges that failure to comply with this Section may result in the immediate termination of this Agreement and other penalties as provided by law.

- 19. Employment Eligibility Verification (E-Verify).** Pursuant to Fla. Stat. § 448.095(5), Consultant is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Consultant shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any newly hired employees. Consultant shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. Consultant shall retain a copy of the affidavit(s) for the duration of the Agreement. Consultant hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. Upon request, Consultant shall provide evidence of such registration and compliance. Consultant acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, shall result in immediate termination of the Agreement without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law. In the event the Town incurs costs as a result of Consultant's breach of this Section, all such costs shall be paid by Consultant immediately upon receipt of notice of the same from the Town. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.
- 20. Scrutinized Companies.** In accordance with Fla. Stat. § 287.135, Consultant hereby certifies that neither Consultant nor any subsidiary, parent company, or affiliate of Consultant is engaged in a boycott of Israel nor is on the Scrutinized Companies that Boycott Israel List created pursuant to Fla. Stat. § 215.4725. Consultant agrees that during the term of this Agreement, Consultant will not subcontract for services under this Agreement with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Consultant or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of this Agreement, Consultant shall immediately notify the Town. Consultant acknowledges that failure to comply with this Section, including any false certification, may subject Consultant to civil penalties, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under applicable law.
- 21. Severability; Waiver.** If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. No waiver of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.
- 22. Assignment; Binding Effect.** The Consultant shall not assign this Agreement, in whole or in part, nor delegate any performance hereunder, without the express written consent of the Town, which consent shall be at the Town's sole and absolute discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and legal representatives.

23. Notice. All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each party shall notify the other in writing of any changes to their contact information. Routine, day-to-day communications may be conducted via email.

TOWN:

Mike Disher, Town Manager
Town of Ponce Inlet
4300 S Atlantic Ave
Ponce Inlet, Florida 32127

SHELTER:

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates set forth below.

ATTEST:

TOWN OF PONCE INLET

Kim Cherbano, Town Clerk

Michael E. Disher, Town Manager

Date

ATTEST:

EDGEWATER ANIMAL SHELTER, INC.

Signature

Signature

Printed Name

Printed Name

Date

Title



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Mel Stack
Board Member

LEADERSHIP

Sean Hawkins, CAWA, CFRE
Chief Executive Officer

Matt Ferritto, CPA
*Chief Finance &
Administration Officer*

Christina Sutherin
Chief Lifesaving Officer

LOCATIONS

Lohman Pet Adoption Center
2364 LPGA Blvd.
Daytona Beach, FL 32124
(306) 274-4703

Redinger Spay & Neuter Clinic
600 Mason Avenue, Suite #150
Daytona Beach, FL 32117
(386) 202-6633

Thrift Store
385 S. Yonge Street
Ormond Beach, FL 32174
(386) 322-7717

halifaxhumanesociety.org

HALIFAX HUMANE SOCIETY STRAY ANIMAL SHELTERING CONTRACT RENEWAL PROPOSAL FOR VOLUSIA COUNTY

Halifax Humane Society (HHS) offers the following considerations for Volusia County as we collaborate on an innovative, new approach to addressing challenges with stray animal sheltering services in our community. HHS is committed to facilitating the most seamless transition to a government-run stray animal shelter.

Immediate Opportunity

Renew the stray animal housing/adoption/disposition contract for October 1, 2025 - March 31, 2026, with the following changes:

1. HHS will provide no-cost access to its credentialed animal shelter experts and resources to help develop a sustainable plan for the community.
2. HHS will not accept "Dangerous" animals or animals undergoing the "Dangerous" declaration process.
3. HHS will not accept animals with a bite history or those that require quarantine, shelter, and care as part of the rabies quarantine process.
4. HHS will not accept wildlife for euthanasia.
5. HHS will continue to provide veterinary services, housing, and care for seizure, custody, and cruelty cases at actual cost per animal.
6. The contract renewal rate will be \$399 per stray animal impound.
7. HHS will offer sterilization surgery at a rate of \$62.50 per cat for cats that qualify for the county RTF program, if needed, when the county TNR program is not able to serve them.
8. HHS will provide the county with temporary kennels, free of charge, for use at a county facility should the county wish to investigate establishing its own temporary shelter location.
9. HHS will implement the Petco Lost Love program countywide, accompanied by robust marketing efforts, to reunite lost pets with their families before they enter a shelter.

Intermediate Opportunity

Beyond March 31, 2026, HHS will consider renewing stray animal housing/adoption/disposition services monthly until April 1, 2027, with the following changes:

1. HHS will continue to provide no-cost access to its credentialed animal shelter experts and resources to support the development and implementation of a sustainable transition plan.
2. HHS will not accept "Dangerous" animals or animals undergoing the "Dangerous" declaration process.

3. HHS will not accept animals with a bite history or those that require quarantine, shelter, and care as part of the rabies quarantine process.
4. HHS will not accept wildlife for euthanasia.
5. HHS will continue to provide veterinary services, housing, and care for seizure, custody, and cruelty cases at actual cost per animal.
6. The contract renewal rate will be \$800 per stray animal impound.
7. HHS will offer sterilization surgery at a rate of \$65.00 per cat for those cats that qualify for the county RTF program, if needed, when the county TNR program is not able to serve them.
8. HHS will continue to promote the Petco Lost Love program countywide, with support from the county and its municipalities.
9. HHS will continue to offer and expand spay and neuter services for owned pets in the community to further reduce the stray animal population.
10. HHS will initiate the process to open and fully operate a community veterinary clinic, providing all residents with access to affordable pet care and preventing the need for relinquishment due to untreated medical issues.
11. HHS will expand animal behavior and training classes throughout the community to reduce the number of animals abandoned due to behavioral issues.

Long Term Opportunity

HHS will no longer accept stray animals for housing or care from Volusia County and its residents after April 1, 2027.

1. HHS will continue to provide veterinary services, housing, and care for seizure, custody, and cruelty cases at actual cost per animal.
2. HHS will continue to expand animal behavior and training classes throughout the community to reduce the number of animals abandoned due to behavioral issues.
3. HHS will offer sterilization surgery at a rate of \$67.50 per cat for those cats that qualify for the county RTF program, if needed, when the county TNR program is not able to serve them.
4. HHS will continue to promote the Petco Lost Love program countywide, with support from the county and its municipalities.
5. HHS will continue to offer spay and neuter services for owned pets in the community to further reduce the stray animal population.
6. HHS will continue to operate a community veterinary clinic, providing all residents with access to affordable pet care and helping to prevent the need for relinquishment due to untreated medical issues.

7. HHS will establish and maintain agreements with municipal and county governments to receive healthy, adoptable pets once mandated stray animal holding periods have ended and to place those pets into new homes.



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Ormond Beach, FL 32174
(386) 322-7717

halifaxhumanesociety.org

August 4, 2025

Kim Cherbano
Town Clerk
Town of Ponce Inlet
4300 S. Atlantic Ave
Ponce Inlet, FL 32127

RE: Halifax Humane Society – Contract Renewal for 2025-26

Dear Ms. Cherbano,

Halifax Humane Society proudly serves the animals and residents of the Town of Ponce Inlet with a mission to protect animals from cruel, neglectful, and exploitative treatment. We have a vision for creating communities where pets and their families thrive together.

In May, we reached out to begin discussions with Volusia County and the municipalities we serve about the urgent need for a sustainable solution to house, care for and manage stray dogs and cats. These services are essential to support the region's comprehensive approach to disease prevention and animal control services. Your willingness to collaborate with our organization and its Board of Directors toward a resolution has been greatly appreciated. Since our first discussion, strides have been made that will enable a two-pronged approach to animal welfare programs – one that combines governmental enforcement and management with our programs preventing animal homelessness.

To make this vision a reality and ensure the long-term stability of our nonprofit organization, we are writing to inform you that our current contract with the Town of Ponce Inlet will expire on October 1, 2025 and we will be presenting you with a new contract for consideration. Please note, as of October 1, Halifax Humane Society will no longer provide subsidized shelter space for dangerous animals or bite quarantine animals, and we will not accept any wildlife.

In line with our mission, and with the understanding that continued collaboration with Halifax Humane Society remains feasible, we will continue accepting stray and/or surrendered dogs and cats from the public as well as those from animal control seizures, cruelty cases, and custody impounds. This service will be offered at the new stray animal intake fee of \$300, which includes shelter, care and basic veterinary services. As circumstances may require, additional veterinary care will be billed per the rate schedule included in our new contract. We will also welcome opportunities to accept adoptable pets from government-run shelters as our capacity permits. Our professional and credentialed behavior and shelter medicine staff are available to consult regarding adoption criteria for these pets.

Our new contract will be presented with the same terms for all, with the exception of Volusia County's request to manage all of their own feline intake within their jurisdiction. It is our hope everyone in our region continues to work together in support of animal welfare solutions. As always, we stand available to offer our expertise in your discussions.

Moving Forward – Together

For decades, Halifax Humane Society has taken on a critical community need – providing shelter and care to unowned animals – stepping in where city and county governments are best suited to lead. Your collaboration on a new model that aligns with public health best practices statewide is enabling us to invest more resources in preventing animal homelessness. Now, more lives will be saved through programs like healthy pet adoptions, spaying and neutering owned pets to prevent unwanted animals, access to affordable veterinary care, providing a soft place to land for owner-surrendered pets, and transferring adoptable pets from government shelters. This transition is a crucial step in protecting pets and supporting the people who love them.

As discussed, once this transition is complete, Halifax Humane Society will continue acting on its promise to further advance its services. We will build on the success of our stray animal prevention spay and neuter services for owned pets and deploy a comprehensive lost pet reunification plan that includes microchip clinics and Petco Love Lost sign-up activities. Additionally, we will work to establish and operate a community veterinary clinic, providing all residents with access to affordable care for their pets, thus preventing relinquishment due to the inability to afford veterinary care. To reduce the number of animals abandoned due to behavioral issues, we will also be expanding our public dog training classes.

If you wish to move forward with Halifax Humane Society sheltering and caring for the Town of Ponce Inlet's stray dogs and cats under a new 12-month limited-service contract, please let us know by August 15, 2025. Our team will be pleased to share this agreement for your review. In the meantime, and as always, we welcome further discussion and collaboration with you. You may contact me directly at sean@halifaxhumanesociety.org and (713) 269-3574.

Sincerely,

A handwritten signature in blue ink that reads "Sean Hawkins".

Sean Hawkins, CAWA, CFRE
Chief Executive Officer

Encls.

Halifax Humane Society Calendar Year 2024 Stray Intake Statistics

Municipality	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total	Municipality	% of Total
City of Daytona Beach	73	67	77	111	144	140	95	89	109	81	79	75	1140	City of Daytona Beach	35%
Cat	26	22	38	69	103	83	61	57	63	41	47	24	634	Cat	20%
Dog	47	42	38	42	39	55	34	31	44	40	32	51	495	Dog	15%
Other/Wildlife		3	1		2			1	2				11	Other/Wildlife	0%
City of DeBary		5	2	4		2	3	1	5	2	1	5	30	City of DeBary	1%
Cat			1	3						2	1		8	Cat	0%
Dog		5	1	1		2	3	1	4		1	5	22	Dog	1%
City of Deltona	27	26	43	18	29	33	34	30	34	30	31	33	368	City of Deltona	11%
Cat	9	6	17	8	4	18	20	8	20	5	18	10	143	Cat	4%
Dog	18	20	26	10	24	13	14	21	14	22	12	21	215	Dog	7%
Other/Wildlife					1	2		1		3	1	2	10	Other/Wildlife	0%
City of Holly Hill	16	5	17	30	36	48	23	25	22	10	10	3	245	City of Holly Hill	8%
Cat	11	3	15	24	30	39	12	23	18	6	4		185	Cat	6%
Dog	5	2	2	6	6	7	11	2	4	4	6	3	58	Dog	2%
Other/Wildlife						2							2	Other/Wildlife	0%
City of Lake Helen	2			1	1	1			3		1		9	City of Lake Helen	0%
Cat					1				1		1		3	Cat	0%
Dog	2	2		1		1			2		2		6	Dog	0%
City of Orange City	3	2	1	1	2	2	7	6	3	2	2	11	42	City of Orange City	1%
Cat		1			1		5	4	1	1	1	9	23	Cat	1%
Dog	3	1	1	1	1	2	2	2	2	1	1	2	19	Dog	1%
City of Ormond Beach	25	14	10	50	54	45	36	41	33	22	23	26	379	City of Ormond Beach	12%
Cat	15	7	7	41	49	38	28	31	27	18	15	17	293	Cat	9%
Dog	7	7	3	9	5	7	8	10	6	4	8	9	83	Dog	3%
Other/Wildlife	3												3	Other/Wildlife	0%
City of Ponce Inlet	1	1				1		2					5	City of Ponce Inlet	0%
Cat						1							2	Cat	0%
Dog	1	1											3	Dog	0%
City of Port Orange	22	15	23	27	28	40	48	40	26	18	24	21	332	City of Port Orange	10%
Cat	15	10	14	21	26	35	30	35	17	14	17	15	249	Cat	8%
Dog	7	5	9	6	2	5	18	5	9	4	7	6	83	Dog	3%
County of Volusia	30	26	20	49	86	76	56	32	61	51	26	33	546	County of Volusia	17%
Cat	5	4	6	19	54	57	32	14	37	27	9	13	277	Cat	9%
Dog	25	22	14	30	32	19	24	16	23	24	17	20	266	Dog	8%
Other/Wildlife									1				3	Other/Wildlife	0%
Town of Plereson	1	1	2							2			6	Town of Plereson	0%
Cat		1								1			2	Cat	0%
Dog	1		2							1			4	Dog	0%
(blank)			5	17	19	19	17	6	11	17	4		116	(blank)	4%
Cat	1		1	7	19	15	16	2	10	10	1		81	Cat	3%
Dog			4	10	4	4	1	4	1	7	3		35	Dog	1%
Grand Total	201	162	200	308	399	407	319	272	307	235	201	207	3218	Grand Total	100%





Meeting Date: 9/18/2025

Agenda Item: 13-B

Report to Town Council

Topic: Approval of contract to purchase vacant property at 54 South Turn Circle for future stormwater improvements.

Summary: At the July 17, 2025 Town Council meeting, the Town Council provided direction for staff to proceed with an appraisal and begin negotiations to purchase an undeveloped residential lot at 54 South Turn Circle for future stormwater improvements. The owner, Muniz Diversified Enterprises, Inc., has accepted the Town's offer for purchase, and the contract has been drafted by the Town Attorney for final approval. Please see the attached staff report and supporting documentation for more information.

Suggested motion: Approval of the contract to purchase vacant property at 54 South Turn Circle from Muniz Diversified Enterprises, Inc. for future stormwater improvements.

Requested by: Mr. Disher, Town Manager

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet – Office of the Town Manager

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

To: Town Council

From: Michael E. Disher, AICP, Town Manager

Date: September 10, 2025

Subject: Approval of contract to purchase vacant property at 54 South Turn Circle for future stormwater improvements

MEETING DATE: September 18, 2025

At its July 17, 2025, the Town Council authorized Staff to initiate an appraisal and begin negotiations to purchase an undeveloped residential lot at 54 South Turn Circle. The subject property is 11,130 s.f. in size, measuring 106' x 105'. It is located near the Town's stormwater retention pond at Inlet Point Blvd. and lies within the service area of the stormwater management system stretching from Bay Harbour Drive to Beach Street. In the short term, acquiring the property will ensure that it is not developed, thus preserving its natural drainage function. Long term, the property could be used to help improve the capacity of the stormwater management system. Purchasing the property aligns with the Town's resiliency goals and plans.

Following Council direction, staff had the property appraised and surveyed. A Letter of Intent was submitted by the Town and accepted by the owner, Muniz Diversified Enterprises, Inc. The purchase contract was then drafted by the Town Attorney for the owner's signature. The owner has signed and returned the contract.

Contract details

Sale Price:	\$350,000
Down Payment:	\$5,000, payable to seller within 21 days after Effective Date
Effective Date:	Date of approval by the Town Council and execution by the Town
Closing Date:	January 2026, at request of owner, exact date TBD

Funds for the purchase will be available in the Land Acquisition Fund upon Council approval of the FY 25/26 budget.

Recommendation

Staff recommends **approval** of the contract to purchase vacant property at 54 South Turn Circle from Muniz Diversified Enterprises, Inc. for future stormwater improvements.

Attachments

1. Stormwater service area
2. Flood Risk Map
3. Appraisal by Heffington & Associates, LLC
4. Boundary survey
5. Letter of Intent
6. Purchase contract
7. Flood Disclosure
8. Vacant Land Disclosure Statement

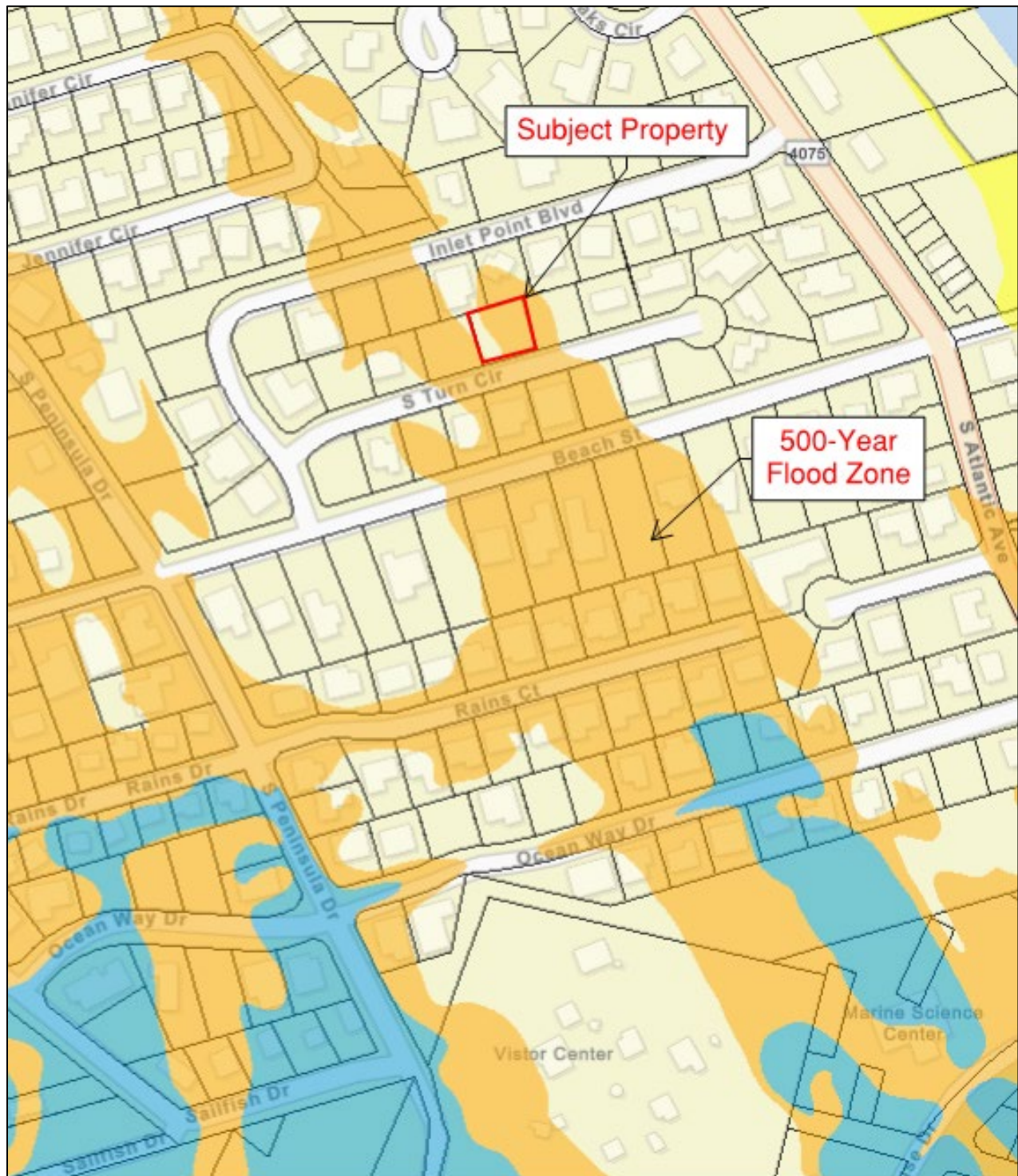
ATTACHMENT 1

54 Southturn Circle with Stormwater Service Area



ATTACHMENT 2

Flood Risk Map



APPRAISAL OF REAL PROPERTY



LOCATED AT

54 S Turn Cir
Ponce Inlet, FL 32127

FOR

Michael E. Disher, AICP, Town Manager
Town of Ponce Inlet
4300 S Atlantic Avenue
Ponce Inlet, FL 32127

OPINION OF VALUE

315,000

AS OF

08/06/2025

BY

Heffington & Associates, LLC
911 Beville Rd, Ste 8
Daytona Beach, FL 32119-1726
(386) 760-7601
daytona@heffingtonandassociates.com

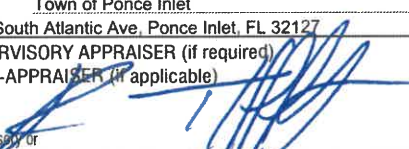
LAND APPRAISAL REPORT

File No.: 0250184

SUBJECT	Property Address: <u>54 S Turn Cir</u>		City: <u>Ponce Inlet</u>		State: <u>FL</u> Zip Code: <u>32127</u>																																																																																														
	County: <u>Volusia</u>		Legal Description: <u>Lot 8 South Turn Sub MB 44 Pg 34 PRVCF</u>																																																																																																
	Assessor's Parcel #: <u>643023000080</u>		Tax Year: <u>2024</u>		R.E. Taxes: \$ <u>3,858.93</u> Special Assessments: \$ <u>0</u>																																																																																														
	Market Area Name: <u>Ponce Inlet</u>		Map Reference: <u>19660</u>		Census Tract: <u>0826.06</u>																																																																																														
ASSIGNMENT	Current Owner of Record: <u>Muniz Diversified Enterprises, Inc.</u>		Borrower (if applicable): <u>N/A</u>																																																																																																
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ <u>0</u> ☐ per year ☐ per month																																																																																																
	Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																																		
	If Yes, give a brief description:																																																																																																		
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																		
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																		
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																		
	Intended Use: <u>The intended use of the report is to assist in purchase negotiations.</u>																																																																																																		
SITE DESCRIPTION	Intended User(s) (by name or type): <u>Town of Ponce Inlet, c/o Michael E Disher, AICP, Town Manager</u>																																																																																																		
	Client: <u>Town of Ponce Inlet</u>		Address: <u>4300 South Atlantic Ave, Ponce Inlet, FL 32127</u>																																																																																																
	Appraiser: <u>Gretel Y Brewer, Cert Gen RZ3231</u>		Address: <u>911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726</u>																																																																																																
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Market Area Comments: <u>The market area boundaries are Old Carriage Rd to the north, Ponce de Leon Inlet to the south, the Atlantic Ocean to the east, and the intracoastal waterway to the west. The subject's market area comprises the beachside community of Ponce Inlet located at the southern end of the Daytona peninsula. The area is mostly comprised of detached single family homes and condominiums. Waterfront homes set the upper value range for this market area. Access to the mainland and support facilities is within a 5 mile radius. Other 5% land use is vacant land. Though market conditions have softened within the last year, values for one-unit housing in this market area have remained relatively level per a 12 month statistical report generated from the MLS. Exposure time has typically been in the range of 3 to 6 months with selling prices being around 94 percent of list price.</u>																																																																																																			
Dimensions: <u>106' x 105'</u> Site Area: <u>11,130 Sq.Ft.</u> Zoning Classification: <u>R-1</u> Description: <u>Low Density Single Family Residential</u> Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements Uses allowed under current zoning: <u>A detached single family standard dwelling is the permitted principal use for the subject site.</u> Are CC&Rs applicable? ☒ Yes ☐ No ☐ Unknown Have the documents been reviewed? ☒ Yes ☐ No Ground Rent (if applicable) \$ <u> </u> / <u> </u> Comments: <u>The site is subject to the Declaration of Covenants and Restrictions recorded in OR 3758 Pg 1647.</u> Highest & Best Use as improved: ☐ Present use, or ☐ Other use (explain) <u>N/A</u> Actual Use as of Effective Date: <u>Vacant residential site</u> Use as appraised in this report: <u>Vacant residential site</u> Summary of Highest & Best Use: <u>The highest and best use of the subject site as vacant is for a detached single family residence.</u>																																																																																																			
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Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☒ Underground Utilities ☐ Other (describe) FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone <u>X500</u> FEMA Map # <u>12127C0533J</u> FEMA Map Date <u>09/29/2017</u> Site Comments: <u>No adverse easements, encroachments or conditions were observed at the time of inspection or from the plat of public record. No survey provided. Per the plat, drainage and utility easements are situated on the periphery of the site and two small tree preservation easements are situated adjacent to the front property line. See attached Plat Map.</u>																																																																																																			

LAND APPRAISAL REPORT

File No.: 0250184

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
	Data Source(s): Public Records										
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: No transfers for the 3 years prior to the effective date of this appraisal were found. The subject property was listed under DBA MLS #1206513 on 12/04/2024 for \$360,000. The offering price was reduced to \$350,000 on 5/19/2025, and the listing expired on 8/2/2025. No other offerings of the subject property were found within the 12 month period prior to the effective date. The appraiser is unaware of any agreements of sale or options to purchase as of the effective date.								
	Date:										
	Price:										
SALES COMPARISON APPROACH	2nd Prior Subject Sale/Transfer										
	Date:										
	Price:										
	Source(s):										
SALES COMPARISON APPROACH	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		
	Address 54 S Turn Cir Ponce Inlet, FL 32127		66 S Turn Cir Ponce Inlet, FL 32127		30 Sun Dunes Cir Ponce Inlet, FL 32127		4717 Riverglen Blvd Ponce Inlet, FL 32127				
	Proximity to Subject		0.06 miles W		2.07 miles NW		0.94 miles NW				
	Sale Price		\$ N/A		\$ 329,000		\$ 370,000		\$ 275,000		
	Price/ Sq.Ft.		\$		\$ 29.86		\$ 33.53		\$ 32.74		
	Data Source(s)		Inspection		STLR MLS#06154773; DOM 205		DBA MLS#1116031; DOM 209		DBA MLS#1122919; DOM 290		
	Verification Source(s)		Public Records		Public Records/MLS		Public Records/MLS		Public Records/MLS		
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		
					+(-) \$ Adjust		+(-) \$ Adjust		+(-) \$ Adjust		
	Sales or Financing		N/A		Cash		Cash		Cash		
	Concessions		N/A		No Concessions		No Concessions		No Concessions		
	Date of Sale/Time		N/A		06/2024		07/2024		03/2025		
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple		
	Location		South Turn Sub		South Turn Sub		Sundunes, Cldsac		Lighthouse Shores		
	Site Area (in Sq.Ft.)		11,130		11,017		11,035		8,400		
	View		Residential		Residential		Residential; Ltd Ocn		Residential		
	Topography		Wooded; Below grade		Wooded; Superior		Wooded; Superior		Wooded; Superior		
	Flood Zone Area		X; 2% chance area		Mostly X		X		X		
	Utilities		Water, Sewer		Water, Sewer		Water, Sewer		Water, Sewer		
	Net Adjustment (Total, in \$)				+ - \$ -15,000		+ - \$ -45,000		+ - \$ 25,000		
			Net 4.6 %		Gross 4.6 %		Net 12.2 %		Gross 12.2 %		
	Adjusted Sale Price (in \$)				314,000		325,000		300,000		
	Summary of Sales Comparison Approach A diligent search of the subject's neighborhood revealed very few transfers of comparable properties occurring within the last 12 to 18 months. The properties most similar to the subject in size and/or location were selected for comparison. With the exception of topography and flood zone, Sale 1 is located within the subject subdivision and was similar in most aspects. Sales 2 and 3 were considered to be possible viable alternatives. However, Sale 2 was considered to warrant a minor downward adjustment for location since it is located on the culdesac, as culdesac lots typically command a premium. Though Sales 1 and 2 occurred a little over one year ago, there was insufficient market data available to warrant an adjustment for time. All sales were similarly wooded at the time of sale, but adjustments for topography were considered to be warranted. The adjustment applied for topography also considered flood zone differences. After adjusting the sales for their differing factors of comparison, a more narrow value range was provided. While all sales were considered when reconciling, Sale 3 was given very little weight due to its smaller size. Placing greatest weight on Sales 1 and 2 with primarily emphasis given to Sale 1, a value of \$315,000 was concluded for the subject site.										
	PUD	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.									
		Legal Name of Project:									
RECONCILIATION	Describe common elements and recreational facilities:										
ATTACH.	Indicated Value by: Sales Comparison Approach \$ 315,000 or \$ 28.3 per Sq.Ft.										
	Final Reconciliation Only the Sales Comparison Approach has been developed, as it is the most applicable approach in the valuation of vacant land. Based on the exposure times indicated by the market data analyzed, the exposure time for the subject property was estimated to be 6 to 12 months.										
SIGNATURES	This appraisal is made ☒ "as is", or ☐ subject to the following conditions: An extraordinary assumption was made that may have affected the assignment results. See attached addendum.										
	☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.										
SIGNATURES	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 315,000, as of: 08/06/2025, which is the effective date of this appraisal.										
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.										
SIGNATURES	A true and complete copy of this report contains 14 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☐ Scope of Work										
	☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales										
SIGNATURES	☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☐ Aerial Map										
SIGNATURES	Client Contact: Michael E Disher, AICP					Client Name: Town of Ponce Inlet					
	E-Mail: mdisher@ponce-inlet.org					Address: 4300 South Atlantic Ave, Ponce Inlet, FL 32127					
SIGNATURES	APPRaiser					SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)					
											
SIGNATURES	Appraiser Name: Gretel Y Brewer, Cert Gen RZ3231					Supervisor or Co-Appraiser Name: R. Todd Heffington, MAI, Cert Gen RZ2368					
	Company: Heffington & Associates, LLC					Company: Heffington & Associates, LLC					
SIGNATURES	Phone: (386) 760-7601 x17 Fax:					Phone: (386) 760-7601 Fax: (386) 760-5161					
	E-Mail: gretel@heffingtonandassociates.com					E-Mail: todd@heffingtonandassociates.com					
SIGNATURES	Date of Report (Signature): 08/11/2025					Date of Report (Signature): 08/11/2025					
	License or Certification #: RZ3231 State: FL					License or Certification #: Cert Gen RZ2368 State: FL					
SIGNATURES	Designation:					Designation:					
	Expiration Date of License or Certification: 11/30/2026					Expiration Date of License or Certification: 11/30/2026					
SIGNATURES	Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)					Inspection of Subject: ☐ Did Inspect ☒ Did Not Inspect					
	Date of Inspection: 08/06/2025					Date of Inspection:					



Assumptions, Limiting Conditions & Scope of Work

File No.: 0250184

Property Address: 54 S Turn Cir	City: Ponce Inlet	State: FL	Zip Code: 32127
Client: Town of Ponce Inlet	Address: 4300 South Atlantic Ave, Ponce Inlet, FL 32127		
Appraiser: Gretel Y Brewer, Cert Gen RZ3231	Address: 911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Extraordinary Assumptions have been made that may have affected assignment results. Please refer to the Supplemental Addendum.

Certifications & Definitions

File No.: 0250184

Property Address: 54 S Turn Cir	City: Ponce Inlet	State: FL	Zip Code: 32127
Client: Town of Ponce Inlet	Address: 4300 South Atlantic Ave, Ponce Inlet, FL 32127		
Appraiser: Gretel Y Brewer, Cert Gen RZ3231	Address: 911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Gretel Y. Brewer, Cert Gen RZ3231, provided significant real property appraisal assistance.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Michael E Disher, AICP	Client Name: Town of Ponce Inlet
E-Mail: mdisher@ponce-inlet.org	Address: 4300 South Atlantic Ave, Ponce Inlet, FL 32127

APPRAISER

Gretel Y Brewer

Appraiser Name: Gretel Y Brewer, Cert Gen RZ3231
Company: Heffington & Associates, LLC
Phone: (386) 760-7601 x17 Fax: _____
E-Mail: gretel@heffingtonandassociates.com
Date Report Signed: 08/11/2025
License or Certification #: RZ3231 State: FL
Designation: _____
Expiration Date of License or Certification: 11/30/2026
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: 08/06/2025

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

R. Todd Heffington

Supervisory or Co-Appraiser Name: R. Todd Heffington, MAI, Cert Gen RZ2368
Company: Heffington & Associates, LLC
Phone: (386) 760-7601 Fax: (386) 760-5161
E-Mail: todd@heffingtonandassociates.com
Date Report Signed: 08/11/2025
License or Certification #: Cert Gen RZ2368 State: FL
Designation: _____
Expiration Date of License or Certification: 11/30/2024
Inspection of Subject: ☐ Did Inspect ☒ Did Not Inspect
Date of Inspection: _____

SIGNATURES

Borrower	N/A		File No.	0250184
Property Address	54 S Turn Cir			
City	Ponce Inlet	County	Volusia	State
Lender/Client	Michael E. Disher, AICP, Town Manager	FL	Zip Code	32127

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

In addition to the above comments on Standards Rule 2-3, the appraisers certify that:

Gretel Y. Brewer, Cert Gen RZ3231, provided significant real property appraisal assistance.

APPRAISER:

Signature:

Name: Gretel Y Brewer, Cert Gen RZ3231

State Certification #: RZ3231

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2026

Date of Signature and Report: 08/11/2025

Effective Date of Appraisal: 08/06/2025

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 08/06/2025

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name: R.Todd Heffington, MAI, Cert Gen RZ2368

State Certification #: Cert Gen RZ2368

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2024

Date of Signature: 08/11/2025

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

Supplemental Addendum

File No. 0250184

Borrower	N/A					
Property Address	54 S Turn Cir					
City	Ponce Inlet	County	Volusia	State	FL	Zip Code 32127
Lender/Client	Michael E. Disher, AICP, Town Manager					

Purpose, Clarification of Intended Use and Intended User:

The purpose of the appraisal is to develop a current opinion of market value for the property described in the attached appraisal report in unencumbered fee simple title of ownership. The Intended User of this appraisal report is the Town of Ponce Inlet, c/o Michael E. Disher, AICP, Town Manager. The Intended Use is to assist in purchase negotiations. The appraisal is subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and the definition of Market Value as defined in the attached certifications addendum.

Scope of Work:

The scope of work for this assignment included an inspection of the subject lot from the street side and gathering information about the subject property from public sources. The market data used in the analysis of the subject property involved a search of the Multiple Listing Services and the Volusia County Property Appraiser's Office.

Professional Assistance:

Gretel Y. Brewer, Cert Gen RZ3231, provided professional assistance in the inspection, data collection and writing of this appraisal report.

Extraordinary Assumptions:

The appraisers are not surveyors, biologists, structural engineers or licensed contractors. Surveys, engineering and environmental reports for the subject and comparable properties were not available. Online mapping sources and information available from public sources were reviewed and relied on for the site and valuation analyses. The subject property conclusions and opinion of value are based on the extraordinary assumption that data available from online maps and information from public sources is reliable.

Site Description - Highest and Best Use:

The subject site is zoned R-1, Low Density Single Family Residential, by the Town of Ponce Inlet. The R-1 zoning permits detached single family and parks and recreational areas accessory to single family developments. It requires a minimum lot size of 10,625 square feet, a minimum lot width of 85 feet, a minimum lot depth of 100', a maximum building height of 35 feet and a minimum floor area of 1,800 square feet per unit. Based on the covenant and restrictions for the subject subdivision, a residential use is the permitted use for the subject site. The physical characteristics of the subject site do not impose any physical limitations for a single family use as vacant. As vacant, a single family dwelling would be legally permissible, physically possible, and consistent with surrounding development. The highest and best use of the subject site as vacant is for a detached single family residence. Airport zoning overlay regulations also apply to the subject property. The Airport zoning regulations provide for airspace protection and are not considered to impact development with a single family use or adversely affect marketability.

Reasonable Exposure Time:

Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time for the subject property as of the effective date was estimated to be 6 to 12 months.

Subject Land Photo Page

Borrower	N/A					
Property Address	54 S Turn Cir					
City	Ponce Inlet	County	Volusia	State	FL	Zip Code 32127
Lender/Client	Michael E. Disher, AICP, Town Manager					



View of Subject Lot

54 S Turn Cir
Sales Price N/A
Date of Sale N/A
Site Area 11,130
Location South Turn Sub
View Residential
Topography Wooded; Below grade
Flood Zone Area X; 2% chance area
Utilities Water, Sewer



View of Subject Lot



Subject Street

S Turn Cir Looking
Westerly

Comparable Land Photo Page

Borrower	N/A					
Property Address	54 S Turn Cir					
City	Ponce Inlet	County	Volusia	State	FL	Zip Code 32127
Lender/Client	Michael E. Disher, AICP, Town Manager					



Comparable 1

66 S Turn Cir
 Prox. to Subj. 0.06 miles W
 Sales Price 329,000
 Date of Sale 06/2024
 Site Area 11,017
 Location South Turn Sub
 View Residential
 Topography (Wooded; Superior
 Flood Zone Area Mostly X)
 Utilities Water, Sewer

Note: Home under construction as of the effective date. MLS photo utilized.



Comparable 2

30 Sun Dunes Cir
 Prox. to Subject 2.07 miles NW
 Sales Price 370,000
 Date of Sale 07/2024
 Site Area 11,035
 Location Sundunes, Cldsac
 View Residential; Ltd Ocn
 Topography Wooded; Sl Superior }
 Flood Zone Area X }
 Utilities Water, Sewer



Comparable 3

4717 Riverglen Blvd
 Prox. to Subject 0.94 miles NW
 Sales Price 275,000
 Date of Sale 03/2025
 Site Area 8,400
 Location Lighthouse Shores
 View Residential
 Topography (Wooded; Superior
 Flood Zone Area X)
 Utilities Water, Sewer

Location Map

Borrower	N/A					
Property Address	54 S Turn Cir					
City	Ponce Inlet	County	Volusia	State	FL	Zip Code 32127
Lender/Client	Michael E. Disher, AICP, Town Manager					



Plat Map

TOTAL NUMBER OF LOTS - 26

MIN. BUILDING SETBACK REQUIREMENTS (R-1 ZONING)
 FRONT YARD.....30 FT.
 REAR YARD.....30 FT.
 SIDE.....10 FT.

UNLESS NOTED OTHERWISE EACH LOT SHALL HAVE THE FOLLOWING DRAINAGE AND UTILITY EASEMENTS
 FRONT YARD.....10 FT.
 SIDE (INTERIOR).....7.5 FT.
 LOTS 1 THROUGH 13 REAR YARD 10 FT.
 LOTS 14 THROUGH 26 REAR YARD 7.5 FT.

BENCH MARK ELEVATION 11.341 BMR CONCRETE MONUMENT NO. 79-79-A-25.

A 10 FT WIDE NON-EXCLUSIVE FLORIDA POWER & LIGHT CO. UTILITY EASEMENT ALONG THE STREET FACE OF ALL LOTS 1 THRU 26 INCLUSIVE, IS RESERVED.

TREES WITHIN THE TREE PRESERVATION EASEMENT SHALL NOT BE DISTURBED.

MINIMUM FINISHED FLOOR ELEVATION 0.0 NOS.

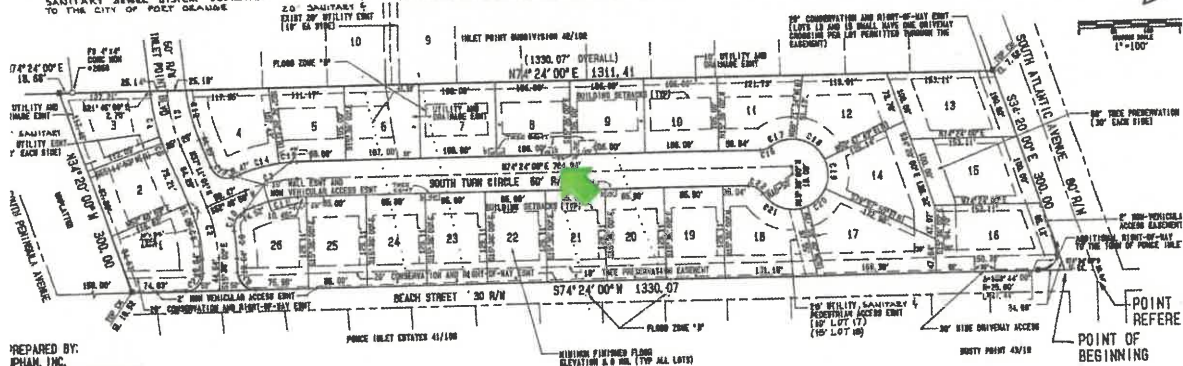
SANITARY SEWER SYSTEM DEDICATED TO THE CITY OF PORT ORANGE

UTILITY EASEMENTS SHOWN ON THIS PLAT SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

THE AREA SHOWN ON THE PLAT AS CONSERVATION AND RIGHT-OF-WAY EASEMENT IS DEDICATED TO NATURAL RESOURCE CONSERVATION, TREE AND VEGETATION PROTECTION PURPOSES, AND ITS NATURAL CONTIGUOUS SHALL REMAIN UNDISTURBED UNLESS, AND UNTIL THE TOWN COUNCIL OF PORT ORANGE, FLORIDA, DECLARES THE NEED TO IMPROVE BEACH STREET USING SAID DEDICATED LANE. UNTIL SAID DECLARATION BY TOWN COUNCIL, ANY AND ALL CONSTRUCTION WHATSOEVER IS PROHIBITED WITHIN THIS EASEMENT, INCLUDING BUT NOT LIMITED TO ACCESSORY STRUCTURES, FENCES, CLOTHESLINES, SATELLITE ANTENNA, DISHES, PLAY EQUIPMENT OR CLEARING, EXCAVATING, FILLING OR ENCROACHMENT OF FILL MATERIAL FROM ADJACENT AREAS. AFTER SUCH DECLARATION BY DEED, SAID EASEMENT MAY BE USED FOR ACCESS AND ROADWAY PURPOSES AND FOR DRAINAGE AND UTILITY PURPOSES, AND IN NO EVENT SHALL THE 20 FT. CONSERVATION AND RIGHT-OF-WAY EASEMENT BE UTILIZED FOR ACCESS TO LOT 1 AND LOTS 18 THROUGH 26, EXCEPT TO ALLOW LOT 18 A 30 FT. WIDE ACCESS ACROSS THE EASEMENT.

C8	25.00'	80°00'00"	24.01'	68.44'	36.40'	820-37-84.00'
C9	22.00'	10°00'48"	36.45'	18.78'	31.52'	813-30-08.00'
C10	25.00'	78°27'47"	34.24'	20.41'	31.52'	823-36-28.00'
C11	17.80'	21°20'51"	65.52'	33.38'	71.18'	823-44-51.30'
C12	27.50'	14°52'29"	71.38'	35.89'	71.18'	822-11-01.11'
C13	25.80'	80°00'00"	39.27'	26.16'	35.38'	822-09-19.55'
C14	22.50'	14°30'41"	57.51'	28.81'	27.23'	870-05-50.11'
C15	22.50'	8°58'20"	27.25'	13.84'	15.81'	855-07-84.25'
C16	25.80'	36°52'12"	16.00'	0.00'	37.55'	859-36-07.11'
C17	50.00'	44°00'30"	38.48'	20.38'	40.38'	868-45-52.45'
C18	50.00'	59°08'23"	51.82'	28.38'	41.80'	814-36-00.41'
C19	50.00'	49°14'21"	42.97'	22.81'	43.81'	836-01-15.24'
C20	50.00'	81°58'10"	45.90'	24.37'	87.47'	862-54-45.50'
C21	50.00'	78°05'48"	61.23'	36.12'	24.15'	876-45-55.71'
C22	25.00'	67°48'09"	28.21'	13.79'		

A 10 FT WIDE NON-EXCLUSIVE BELL SOUTH TELECOMMUNICATIONS CO. UTILITY EASEMENT ALONG THE STREET FACE OF ALL LOTS 1 THRU 26 INCLUSIVE, IS RESERVED.



PREPARED BY:
 PHAM, INC.
 ENGINEERS & SURVEYORS
 364 1/2 N. 11th Avenue

Flood Map

Borrower	N/A				
Property Address	54 S Turn Cir				
City	Ponce Inlet	County	Volusia	State	FL
Lender/Client	Michael E. Disher, AICP, Town Manager				
				Zip Code	32127

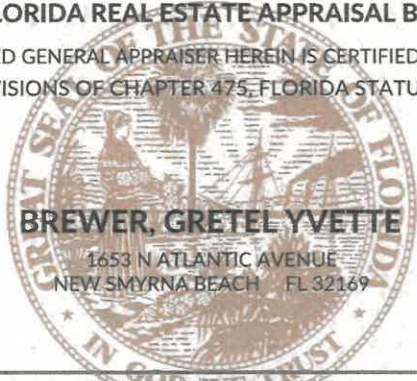


Copy of License

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
FLORIDA REAL ESTATE APPRAISAL BD			
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES			
HEFFINGTON, RAYMOND TODD 911 BEVILLE RD SUITE 8 DAYTONA BEACH FL 32119			
LICENSE NUMBER: RZ2368			
EXPIRATION DATE: NOVEMBER 30, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 08/13/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			



Copy of License

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
FLORIDA REAL ESTATE APPRAISAL BD			
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES			
 BREWER, GRETEL YVETTE 1653 N ATLANTIC AVENUE NEW SMYRNA BEACH FL 32169			
LICENSE NUMBER: R23231			
EXPIRATION DATE: NOVEMBER 30, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 11/04/2024			
Do not alter this document in any form.			
This is your license. It is unlawful for anyone other than the licensee to use this document.			



[illegible]



Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

LETTER OF INTENT

The purpose of this Letter of Intent is to identify, address and express the terms and conditions of a basic understanding between the Town of Ponce Inlet, a Florida municipal corporation, acting through its Town Manager ("Ponce Inlet"), and Muniz Diversified Enterprises, Inc. ("Owner").

- (1) **GENERAL INTENT.** It is hereby the intent of Ponce Inlet to purchase that property identified by Tax Parcel Identification Number 6430-23-00-0080 (Alt. Key No. 5315576) located at 54 South Turn Circle, Ponce Inlet Florida, 32127 in Volusia County, Florida, ("Property"). Property shall be determined by boundary survey, obtained by the Town, at the Town's expense, within a thirty (30) day period following execution of this letter by the Owner. The intended land to purchase is identified by Legal Description as LOT 8 SOUTH TURN SUB MB 44 PG 34 PER OR 5025 PG 0394.
- (2) **PURCHASE PRICE AND AGREEMENT TERMS.** It is intended by Ponce Inlet that the parties enter into a detailed purchase and sale agreement, to be prepared by the Town Attorney of Ponce Inlet. The purchase price shall be an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). In addition, any such purchase and sale agreement shall be contingent upon the Town's satisfaction with its inspection of the Property. The purchase price will be inclusive of Real Estate Broker's commissions. It is intended that Ponce Inlet will pay the premium for the title insurance policy, Ponce Inlet's attorneys' fees, and for the title search and closing services. Owner will pay Owner's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure any title defects.
- (3) **BINDING ACTION.** This Letter of Intent does not and is not intended to contractually bind the parties. The parties shall not be contractually bound unless and until they enter into a formal, written purchase and sale agreement, which must be in form and content satisfactory to each party and/or to each party's legal counsel, in their sole discretion. The purchase and sale agreement to be entered into by Ponce Inlet and Owner must be submitted to the Ponce Inlet Town Council for final approval and will not be binding on the Town without official action. Notwithstanding the provisions of this paragraph, the Owner agrees not to negotiate with any other party during the inspection period as set forth hereinafter.
- (4) **CONSIDERATION AND EXCLUSIVITY OF NEGOTIATIONS.** Owner recognizes that Ponce Inlet has relied upon the representations made herein by Owner, and Ponce Inlet recognizes that Owner has relied upon the representations made herein by Ponce Inlet's Town Manager. Accordingly, based upon the foregoing, Owner agrees not to negotiate a purchase and sale agreement with any other party for a period of sixty (60) days from the date hereof while the Town is engaged in its inspection of the Property. The Owner agrees to allow the Town and its contractors to access the Property as needed at all reasonable times during the sixty (60) day period following the date hereof. Reciprocally, the Town

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

Manager will use his best efforts to submit a purchase and sale agreement to the Ponce Inlet Town Council on or before September 19, 2025, which is conditioned upon the receipt of a boundary survey and a satisfactory inspection of the Property.

- (5) **AUTHORIZATION CERTIFICATE.** The undersigned parties certify that as representatives of their respective entities, each had at the time of execution of this Letter of Intent, full power and authority to execute this Letter of Intent.

**MUNIZ DIVERSIFIED
ENTERPRISES, INC. (OWNER)**

CARLOS A MUNIZ

Print: Carlos A Muniz

Title: President

Date: 08/19/2025

AURORA C MUNIZ

Print: Aurora C. Muniz

Title: VP

Date: 08/19/2025

TOWN OF PONCE INLET

Michael E. Disher

Michael E. Disher, Town Manager
Date: 8/21/25

Approved as to form and legality as to
the Town of Ponce Inlet only.

Cliff Shepard

For Cliff Shepard, Town Attorney
Patrick Brackins Assistant Town Attorney

ATTACHMENT 6

Vacant Land Contract

1. Sale and Purchase ("Contract"): Muniz Diversified Enterprises, Inc.

("Seller") and Town of Ponce Inlet

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 54 South Turn Circle, Ponce Inlet, Florida 32127

Legal Description:

Tax Parcel Identification Number 6430-23-00-0080 (Alt. Key No. 5315576)

LOT 8 SOUTH

TURN SUB MB 44 PG 34 PER OR 5025 PG 0394

SEC ___/TWP ___/RNG ___ of ___ County, Florida. Real Property ID No.:

including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 350,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Gibraltar Title, Inc.

Escrow Agent's Contact Person: Andrew Dinnerstein

Escrow Agent's Address: 12 SE 7th Street, Suite 190, Fort Lauderdale, Florida 33301

Escrow Agent's Phone: 954-771-7601

Escrow Agent's Email: ahd@pitesq.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 21 days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within ___ days (10 days if left blank) after Effective Date

☐ within ___ days (3 days if left blank) after expiration of Due Diligence Period \$

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

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds..... \$ 345,000.00

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

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before October 1, 2025, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on or before January 30, 2026* ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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

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

6. Financing: (Check as applicable)

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

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

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

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

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

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

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

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

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

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

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

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

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

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 20 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

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

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

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

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

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. ~~**Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**.~~ **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

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

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- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

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

(a) Seller Costs:

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

(b) Buyer Costs:

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

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

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

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

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

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

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

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

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

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- 273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.
- 275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.
- 279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.
- 285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value. Seller and Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. ~~Seller and Buyer hold harmless and release Broker and Broker's officers, directors,~~
308 ~~agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure~~
309 ~~to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,~~
310 ~~photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related~~
311 ~~to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of~~
312 ~~services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or~~
313 ~~retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any~~
314 ~~vendor. Seller and Buyer~~ each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.
- 317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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327 3562419

328 **Seller's Sales Associate/License No.**

329 CyndiRitchey@AdamsCameron.com

330 **Seller's Sales Associate Email Address**

Buyer's Sales Associate/License No.

Buyer's Sales Associate Email Address

332
333 **Seller's Sales Associate Phone Number**

334 Adams Cameron & Co, Realtors

Buyer's Sales Associate Phone Number

335
336 **Listing Brokerage**

337 4600 S Atlantic Ave Ponce Inlet, FL 32127

Buyer's Brokerage

338
339 **Listing Brokerage Address**

Buyer's Brokerage Address

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

- 342 ☐ A. Back-up Contract
343 ☐ B. Kick Out Clause
344 ☐ C. HOA Addendum
345 ☐ D. Other _____
346

347 **23. Additional Terms:** _____

348 ***Town Manager may extend closing date up to 30 days on behalf of Town.***

349 **** Closing is anticipated to be scheduled for a business day (M-F & non federal or local holiday) in the month of***
350 ***January, 2026***
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____

363 **COUNTER-OFFER/REJECTION**

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

367 **[The remainder of this page is intentionally left blank.**

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

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

ATTENTION: SELLER AND BUYER

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

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

Town of Ponce Inlet

Buyer: _____ **Date:** _____

Print name: Lois Paritsky, Mayor

Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:

Address: 4300 South Atlantic Avenue, Ponce Inlet, Florida 32127

Phone: 386-213-4240 Fax: _____ Email: mdisher@ponce-inlet.org

Muniz Diversified Enterprises, Inc.

Seller: CARLOS A MUNIZ **Date:** 09/02/2025

Print name: Carlos A. Muniz, President

Seller: AURORA C MUNIZ **Date:** 09/02/2025

Print name: Aurora C. Muniz, Vice President

Seller's address for purpose of notice:

Address: 100 Queens Way, Ponte Vedra Beach, Florida 32802

Phone: 404-202-1879 Fax: _____ Email: mdemuniz@yahoo.com

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CAM ACM

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

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Flood Disclosure

ATTACHMENT 7



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, CARLOS A MUNIZ & AURORA C MUNIZ, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 54 S TURN CIR, PONCE INLET, FL 32127

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: CARLOS A MUNIZ

Date: 11/27/2024

Seller: AURORA C MUNIZ

Date: 11/27/2024

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

ATTACHMENT 8



Vacant Land Disclosure Statement

NAME: CARLOS A MUNIZ & AURORA C MUNIZ

DATE SELLER PURCHASED PROPERTY: _____

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 54 S TURN CIR, PONCE INLET, FL 32127

LEGAL DESCRIPTION: LOT 8 SOUTH TURN SUB MB 44 PG 34 PER OR 5025 PG 0394

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NC ☒ YES ☐ If yes, explain: _____

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NC ☒ YES ☐ If yes, explain: _____

c. Are you aware of any eminent domain proceedings involving the property? NC ☒ YES ☐ If yes, explain: _____

2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO ☒ YES ☐

b. of any resale restrictions? NO ☒ YES ☐

c. of any restrictions on leasing the property? NO ☒ YES ☐

d. of any right of first refusal to purchase the property? NO ☒ YES ☐

e. If any answer to questions 2a-2d is yes, please explain: _____

3. SURVEY

a. Has the land been surveyed? NC ☒ YES ☐ If yes, which person or company performed the survey: _____

b. Has this land been platted? NC ☒ YES ☐ If yes, has a certificate of survey been completed? NC ☒ YES ☐

c. Are you aware of any encroachments or boundary line disputes? NO ☒ YES ☐

d. Are you aware of any easements other than utility/drainage easements? NC ☒ YES ☐

e. Are you aware if the property is in an earthquake zone? NO ☒ YES ☐

f. Are you aware if the property contains wetlands area? NC ☒ YES ☐

Seller (CAM) (ACM) and Buyer () () acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO ☒ YES ☐ If yes, explain: _____

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO ☒ YES ☐ If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO ☒ YES ☐ If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO ☒ YES ☐

e. of any electromagnetic fields located on the property? NO ☒ YES ☐

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO ☒ YES ☐

If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO ☒ YES ☐

b. if the property has been flooded? NO ☒ YES ☐

c. if there has been drainage problems affecting the property or adjacent properties? NO ☒ YES ☐

If any answer to questions 5a-5c is yes, please explain: _____

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO ☒ YES ☐

b. Are you aware of any fill or uncompacted soils? NO ☒ YES ☐

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO ☒ YES ☐

d. Are you aware of any dead or diseased trees on the property? NO ☒ YES ☐

If any answer to questions 6a-6d is yes, please explain: _____

Seller (CAM, ACM) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

7. UTILITIES

- a. What type of irrigation does the property have? _____
- b. Have percolation tests been performed? NO ☒ YES ☐ yes, when and by which person or company: _____
- c. Does the property have connection to the following: public water? NO ☐ YES ☒ public sewer? NO ☐ YES ☒
private water system off the property? NO ☒ YES ☐ water well? NO ☒ YES ☐ septic tank? NO ☒ YES ☐
electric utility? NO ☐ YES ☒ natural gas service? NO ☐ YES ☒
- d. Does the boundary of the property have connection to the following: public water system access? NO ☐ YES ☒
private water system access? NO ☐ YES ☒ electric service access? NO ☐ YES ☒ natural gas access? NO ☐ YES ☒
telephone system access? NO ☐ YES ☒
- e. Have any utility charges been paid? NO ☐ YES ☒ If yes, which charges were paid?: _____

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO ☒ YES ☐

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: CARLOS A MUNIZ / Carlos A. Muniz Date: 11/27/2024
(signature) (print)

Seller: AURORA C MUNIZ / Aurora C. Muniz Date: 11/27/2024
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Seller (CAM) (ACM) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.



Meeting Date: 9/18/2025

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 11, 2025
Subject: Town Manager's Report

MEETING DATE: September 18, 2025

1. Volusia County Council meeting on [09-04-25](#):
 - [Item 07](#) - First public hearing on tentative budget and millage rates for fiscal year 2025-26. Operating Budget: \$1,422,074,183. Non-Operating Budget: \$331,458,198
2. Volusia County Council meeting on [09-16-25](#):
 - [Item O](#) - Amendment to the classification and compensation plan schedule for FY 25-26.
 - [Item Y](#) - Interlocal agreements for Public Works for the Provision of Municipal Services to Ponce Inlet and other cities, to include maintenance and operation of traffic control devices and emergency response public works services for state and federally declared disasters. The Town Council approved this agreement on August 21, 2025.
 - [Item Z](#) - Contract with Taylor Engineering, Inc., for engineering services for dredging of flood shoals within Ponce de Leon inlet and Intracoastal Waterway for on-beach placement.
3. Two Town camera feeds are now available to the public on our YouTube channel: <https://www.youtube.com/@townofponceinlet4633>
 - [Ponce Inlet Boat Ramp](#) – Check ramp activity and conditions.
 - [Pollard Park Pickleball Courts](#) – See court availability and weather

On the channel, click “Live” under the Town logo to view the streams, then select Boat Ramp or Pickleball Courts.
4. During this week’s heavy rains, Public Works stayed open until 7:00 pm for residents to fill up sandbags to protect their homes. The department had previously made sandbags available one Saturday a month for the past several months. The next “Sandbag Saturdays” will be held on September 27th and October 18th, from 8 am – 12 pm at the Public Works facility. This is self-serve, so residents will need to bring their own shovel along with ID for proof of residency.

5. Building permit activity:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	123	122	137	164	147	150	110	109					1,062	133
Permits issued	90	111	133	149	144	132	101	113					973	122
Plan reviews	93	113	125	149	138	161	123	115					1,017	127
Inspections	246	236	252	313	270	285	248	282					2,132	267

6. For a look at the Town’s on-going resiliency projects, go to the Town’s web page at www.ponce-inlet.org, and click on the “Resilient Ponce Inlet” icon at the bottom of the home page.
7. More information on the budget can be found on the Town’s website from the “Our Town” menu at the top right of the screen, or at: <https://www.ponce-inlet.org/519/Budget>.