



## TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY

NOVEMBER 20, 2025 – 2:00 P.M.

TOWN COUNCIL CHAMBERS

4300 S. ATLANTIC AVENUE, PONCE INLET, FL

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

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

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

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

4. INAUGURATION:

- A. Administer Oath of Office to Mayor and Councilmembers–Elect.

~~~~ Break for Refreshments ~~~~

- B. Reconvene Council meeting.

- C. Appointment of Vice-Mayor.

- D. Appointment of Council representatives for interlocal organizations:

1. Primary and Alternate representatives to the Volusia County Elected Officials Roundtable.
2. Primary and Alternate representatives to the Volusia-Flagler Transportation Planning Organization.
3. Representative to the First Step Shelter, Inc. Board of Directors. – *any change requires confirmation by the Daytona Beach City Commission.*

5. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.

6. 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.*

7. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

- A. The U.S. Naval Sea Cadet program. – *presented by Petty Officer 3<sup>rd</sup> Class Davin Mansfield.*

8. 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 for Use of Town Property: Operation Changing Lives 5k.
- B. Annual Financial Report from Citizens for Ponce Inlet (C4PI).
- C. Approval of the Town Council Regular meeting minutes – October 16, 2025.

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

- A. Request for support to rename Lighthouse Point Park to *James Milton Lighthouse Point Park.*
- B. Purchase of vacant property at 58 South Turn Circle for future stormwater improvements.
1. Resolution 2025-17 – Supplemental appropriation from the Land Acquisition Fund.
2. Approval of contract.

10. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: *None.*
11. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS: *None.*
12. ORDINANCES (FIRST READING) AND RESOLUTIONS:
  - A. Ordinance 2025-08 – 1<sup>st</sup> Reading – Amendment to the Land Use and Development Code (LUDC) Section 3.20 – Farmers Markets.
13. OLD BUSINESS: *None.*
14. NEW BUSINESS:
  - A. Approval of Task Assignment with Raftelis Financial Consultants, Inc. for the Stormwater Utility Fee Implementation (Phase 2).
15. 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
16. FROM THE TOWN MANAGER.
17. FROM THE TOWN ATTORNEY.
18. CITIZENS' PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*
19. ADJOURNMENT.

Upcoming Town Council meeting(s):

- Wednesday, December 10, 2025, 10:00 AM – Special Town Council Meeting.
- Thursday, December 18, 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: 11/20/2025**

**Agenda Item: 4**

## **Report to Town Council**

**Topic:** Inauguration

**Summary:**

- A. Administer the Oath of Office to Mayor and Councilmembers  
– Elect.

*~~~Break for Refreshments~~~*

- B. Reconvene Council meeting.

- C. Appointment of Vice-Mayor.

- D. Appointment of Council representatives for interlocal organizations:

1. Primary and Alternate representatives to the Volusia County Elected Officials Roundtable.
2. Primary and Alternate representatives to the Volusia-Flagler Transportation Planning Organization.
3. Representative to the First Step Shelter, Inc. Board of Directors – *any change requires confirmation by the Daytona Beach City Commission.*

**Requested by:** Ms. Cherbano, Town Clerk

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





**Meeting Date:** 11/20/2025

**Agenda Item:** 7

## **Report to Town Council**

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

**Summary:**

- A. The U.S. Naval Sea Cadet program. – *presented by Petty Officer 3<sup>rd</sup> Class Davin Mansfield.*

**Suggested motion:** None required.

**Requested by:** Mayor Paritsky

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



**Meeting Date:** 11/20/2025

**Agenda Item:** 8

## **Report to Town Council**

**Topic:** Consent Agenda

- A. Request for Use of Town Property: Operation Changing Lives 5k.
- B. Annual Financial Report from Citizens for Ponce Inlet (C4PI).
- C. Approval of the Town Council Regular meeting minutes. – October 16, 2025.

**Summary:** See attached documents.

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

**Requested by:** Ms. Alex, Cultural Services Manager  
Mr. Disher, Town Manager  
Ms. Cherbano, Town Clerk

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



## MEMORANDUM

### TOWN OF PONCE INLET, CULTURAL SERVICES 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: Jackie Alex, Cultural Services Manager  
Date: November 6, 2025  
Subject: Request for Use of Town Property: 2026 Operation Changing Lives 5K

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**MEETING DATE: November 20, 2025**

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Ms. Cherise Wintz has submitted her special event permit application through the Cultural Services Department for the *Operation Changing Lives 5K*. This event was previously held in Ponce Inlet from 2010-2019 and again in 2024-2025; it is scheduled once again for Saturday, January 3, 2026.

Organizers expect approximately 200 runners. Requested Town support includes the closure of both the boat ramp and boat ramp trailer parking lot. Street closures will occur along the race route with both Police and volunteers at intersections.

This event does not meet the Town's Special Event criteria for co-sponsorship. For this event, staff must refer to *Sec. 51-8(d)* below,

- (d) For events that do not meet the definition of *Town-sponsored event* under Sec. 51-2 described above, a written request shall be delivered to the town's cultural services department at least 60 days prior to the event by an applicant if use of town facilities, parking on town property, and/or street closures are found to be required for the event based on the findings of the town's special event review committee. Town staff may provide a report and recommendation to the town council for review.

The applicant has submitted her request for the use of Town property during the event along with the special event permit application packet (**Attachment 1**).

The applicant is responsible for all special event application fees, the pavilion rental fee, all staff personnel fees, and providing proof of insurance.

Staff recommends approval of the request for use of town property as the criteria have been met.

Attachments:

1. Application Packet\_2026 *Operation Changing Lives 5K*



Town of Ponce Inlet  
Cultural Services Department  
**Request Form: Event Use of Town Property**  
Pursuant to Chapter 51 of the Code of Ordinances

This co-sponsorship request form must be filled out accurately and completely and submitted along with a special event permit application. Incomplete forms cannot be reviewed.

This form and all supporting documents **may be submitted up to 365 days in advance of the event, but no less than 60 days prior to the event date.** If the applicant desires their co-sponsorship request to be heard at a specific Town Council meeting, these documents must be submitted no less than **20 days prior to the desired Council meeting date.**

Request forms for event use of Town property will be presented to Council for review for events not eligible for co-sponsorship. Regardless of whether the event qualifies as a special event, or is eligible for co-sponsorship, an applicant's co-sponsorship request shall comply with the content requirements below.

For event applicants requesting use of town's means of advertising, email [jalex@ponce-inlet.org](mailto:jalex@ponce-inlet.org)

Event Name: OPERATION CHANGING LIVES 5K WALK/RUN  
 Event Date(s): 1-3-2026 Event Location: Lighthouse  
 Business/ Organization Hosting Event: OPERATION CHANGING LIVES  
 Event Applicant/ Contact: Cherise Wintz

**Please provide a brief description of the event and any important details:**

WALK RUN 5K

**Please select and state your event needs that require permission from the Town:**

|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| <b>Town permission required:</b>    |                                               |
| <input checked="" type="checkbox"/> | Closure of boat ramp                          |
| <input checked="" type="checkbox"/> | Closure of boat ramp trailer parking lot      |
| <input type="checkbox"/>            | Placement of temporary signs on Town property |
| <input checked="" type="checkbox"/> | Street closures                               |
| <input checked="" type="checkbox"/> | Use of Town facilities                        |
| <input type="checkbox"/>            | Parking on Town property                      |
| <input checked="" type="checkbox"/> | Other:                                        |

1. Estimated number of event participants:

200

2. Estimated number of any animals by type:

0

3. Purpose of the event:

CHARITY FUNDRAISER FOR OCL

4. Nature and the types of activities that will occur.

RUN / WALK

5. Provide a copy of indemnification in favor of the Town and included as part of the application, which shall be executed by an authorized representative of the applicant. The organization will not be required to indemnify the Town for the negligent acts of the Town's employees or agents.

☒ Attached

6. Describe any public right of way, property, buildings, facilities, or equipment utilized:

RUNNING / WALKING ON RD

7. County roadway is to be used:

☐ Yes- County right-of-way use permit is attached

☒ No

8. The event serves a valid public purpose benefiting the town and/ or its residents and the community by either-

☐ Providing a local commemoration of a national holiday; or

☒ Providing historical, educational, cultural enrichment and/or recreational experiences to Ponce Inlet residents and the public.

Describe how:

Recreational experience Ponce Inlet residents will be able to participate in a wonderful cause that supports many underprivileged in our community.

As the applicant, I certify that upon request, I will provide event space or facilities to established Ponce Inlet organizations and clubs during the event without cost. (If granting of such space will constitute a bona fide undue hardship to the event organizer, the applicant shall include a waiver of this request in their co-sponsorship request along with the reason for the hardship on the bottom of page one of this form.)

Cherise Wintz  
Applicant signature

Nov 1-2025  
Date

**FOR OFFICE USE ONLY:**

Application received by: Jackie Alex

Date: 11/5/25

**Event needs requiring permission from Town:**

- ☒ Closure of boat ramp
- ☒ Closure of boat ramp trailer parking
- ☐ Placement of temporary signs on Town property
- ☒ Street closures
- ☒ Use of Town facilities
- ☒ Parking on Town property
- ☐ Other: \_\_\_\_\_





**Town of Ponce Inlet**  
**Cultural Services Department**  
4300 S. Atlantic Avenue  
Ponce Inlet, FL 32127  
386-322-6703

**SPECIAL EVENT PERMIT APPLICATION**  
**Pursuant to Chapter 51 of the Code of Ordinances**

Permit #: \_\_\_\_\_  
Submittal Date: \_\_\_\_\_  
FEE PAID: \_\_\_\_\_

**APPLICATIONS MAY BE SUBMITTED UP TO 365 DAYS IN ADVANCE OF THE EVENT, BUT NO LESS THAN 28 DAYS PRIOR TO EVENT DATE, OR 60 DAYS PRIOR IF REQUESTING TOWN CO-SPONSORSHIP.**

Please submit the following information with your application:

- A site plan of the event area(s) with all applicable information requested below.
- If the event is on town property, a certificate of insurance showing the town as additional insured in the amount of \$1,000,000 is required.

**SECTION 1: EVENT INFORMATION**

|                                                |                                                                             |
|------------------------------------------------|-----------------------------------------------------------------------------|
| Event Name: <u>OPERATION CHANGING LIVES</u>    |                                                                             |
| Event Location: <u>LIGHTHOUSE</u>              |                                                                             |
| Date(s) of Event:<br><u>1-3-2026</u>           | Event Hours:<br><u>7:30 Start time</u><br><u>6AM - 9:30</u>                 |
| Brief Event Description:<br><u>5K WALK-RUN</u> |                                                                             |
| Estimated Attendance: <u>200</u>               | Repeat Event: <input checked="" type="radio"/> Yes <input type="radio"/> No |

**SECTION 2: APPLICANT INFORMATION**

**Business/ Organization Hosting Event:**

|                                                                 |                                            |
|-----------------------------------------------------------------|--------------------------------------------|
| Authorized Head of Business/ Organization: <u>CHERISE WINTZ</u> |                                            |
| Phone Number: <u>386-383-2686</u>                               | Email Address: <u>cherise539@yahoo.com</u> |

**Event Applicant/ Contact:**

|                                  |                            |
|----------------------------------|----------------------------|
| Day-of Phone Number: <u>SAME</u> | Email Address: <u>SAME</u> |
| Mailing Address:                 |                            |

**SECTION 3: ADDITIONAL INFORMATION**

Please answer the questions below. If answering "Yes," indicate the location(s) on your site plan, providing any additional details on a separate sheet if needed.

|                                                                                                                                   |                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Traffic Control Required? <input checked="" type="radio"/> Yes <input type="radio"/> No                                           | Parade? <input type="radio"/> Yes <input checked="" type="radio"/> No<br><small>*Provide a map and streets to be closed*</small> |
| Portable Restrooms? <input checked="" type="radio"/> Yes <input type="radio"/> No                                                 | Private Security Firm? <input type="radio"/> Yes <input checked="" type="radio"/> No                                             |
| Shuttle Transportation? <input type="radio"/> Yes <input checked="" type="radio"/> No                                             | Name of Security Firm                                                                                                            |
| Off-Site Parking Required? <input checked="" type="radio"/> Yes <input type="radio"/> No                                          |                                                                                                                                  |
| <small>*Provide written agreement with property owner(s) and number of spaces needed*</small>                                     |                                                                                                                                  |
| Provide a site-plan showing the means of all vehicular (including shuttle) and pedestrian ingress & egress to and from the event. |                                                                                                                                  |

LIGHTHOUSE / HIDDEN  
CRITTE TREVOR



**SECTION 4: TEMPORARY USE - Additional Permits may be required.**

Please answer the questions below. If answering "Yes," indicate the location(s) on your site plan, providing any additional details on a separate sheet if needed.

|                                                                                                         |                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Barricades Required? <input type="radio"/> Yes <input checked="" type="radio"/> No                      | Traffic Cones Required? <input checked="" type="radio"/> Yes <input type="radio"/> No                                                       |
| Amplified Sound? <sup>1</sup> <input checked="" type="radio"/> Yes <input type="radio"/> No             | High-Intensity Lighting? <sup>2</sup> <input type="radio"/> Yes <input checked="" type="radio"/> No<br>*Provide specifications*             |
| # of Tents (over 10'x10')? <u>0</u>                                                                     | # Stages/ Structures? <sup>3</sup> <u>0</u>                                                                                                 |
| Tent Size <sup>3</sup> (if over 10'x10')                                                                | # of Signs/ Banners? <sup>4</sup> <u>0</u>                                                                                                  |
| Stage Dimensions:                                                                                       | Sign permit application submitted to Building Division? <input type="radio"/> Yes <input checked="" type="radio"/> N/A<br>If yes, permit #: |
| How do you plan to collect and remove trash and litter during and after the event?<br><u>Volunteers</u> |                                                                                                                                             |
| Food Prepared On-Site? <sup>5</sup> <input type="radio"/> Yes <input checked="" type="radio"/> No       |                                                                                                                                             |
| # of Mobile Food Vendors (MFV)? <sup>6</sup> <u>NO</u>                                                  | # Parking Spaces Required for MFVs?<br>*Include on your site plan <u>NO</u>                                                                 |
| DBPR Food Service License #<br>*Attach copy of License <u>NO</u>                                        | DBPR Alcoholic Beverage License # <sup>7</sup><br>*Attach copy of License <u>NO</u>                                                         |

**Supplementary Regulations for Special Events:**

- 1- See [Code of Ordinances Sec. 34-93](#) for sound limitations and [Code of Ordinances Sec. 34-94](#) for permit requirements to exceed maximum allowable noise level limits and restricted hours.
- 2- See [Code of Ordinances Sec. 34-99.1-5](#) for Town policy on nuisance lighting, requirements to reduce light trespass and glare. This section does not prohibit the temporary exterior lighting used for civic celebration and promotion associated with a permitted special event.
- 3- Tents larger than 10'x10' and stages require a fire inspection and building inspection in addition to a building permit
- 4- See [LUDC Sec. 3.30.6](#) and [Resolution 2011-03](#) for temporary sign regulations. To prevent signs from interfering with public utilities, contact Sunshine State One Call at 1-800-561-6720 prior to digging for sign installation.
- 5- [Code of Ordinances Sec. 46-3.a.4](#): Use of any portable cooking equipment is prohibited in all Town parks except in designated areas of Davies Lighthouse Park. Within designated areas, only propane and electric portable equipment is permitted – no charcoal.
- 6- [LUDC Sec. 3.34](#): Mobile Food vending is the sale of food, either prepared on location or pre-packaged, from a mobile food vending vehicle. Mobile food vendors shall comply with regulations from this section and shall be subject to an inspection pursuant to the NFPA and Florida Fire Prevention Code.
- 7- [Code of Ordinances Sec. 6-7.a](#): It is unlawful for any person to consume or possess any alcoholic beverages on public streets, sidewalks within the town, or on any town property or public park located in the town except as provided in the Code or as approved by Town Council.

I hereby state that the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions and costs of the required permits. I understand that the Town of Ponce Inlet assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the Town, at the Town's option, from any and all demands, claims, suits, actions and legal proceedings brought against the Town in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida. This provision shall survive the term of this agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Town under either federal law or the laws of Florida.

[Signature]  
Signature of Applicant

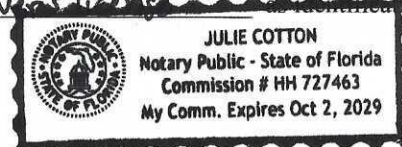
Nov 5-2025  
Date Signed

STATE OF FLORIDA  
COUNTY OF VOLUSIA

This document was sworn to (or affirmed) and subscribed before me by me of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of November, 2025, he/she is personally known to me or has presented driver's license identification.

Julie Cotton  
Notary Public, State of Florida

Notary stamp/ seal:



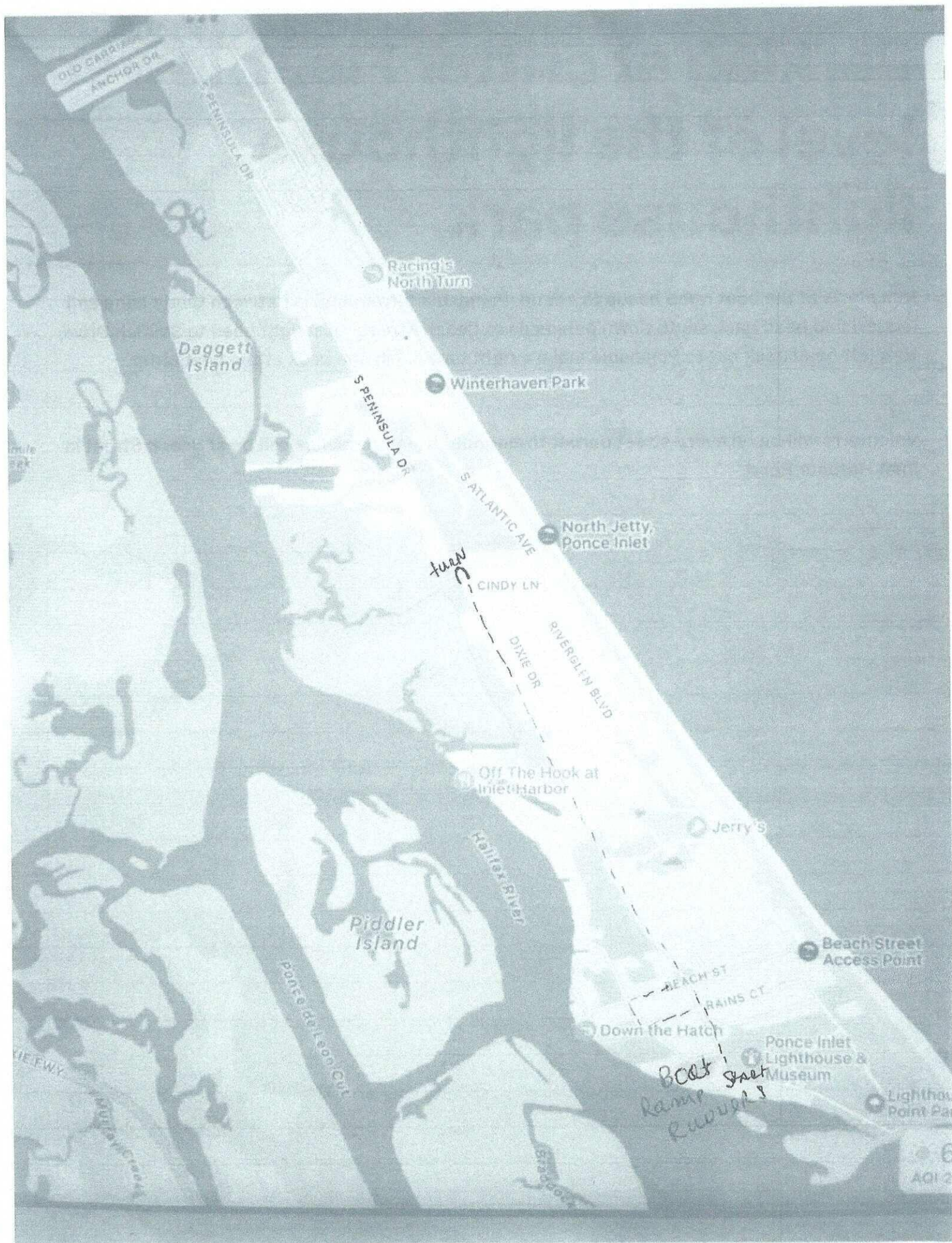


# **Parking at critter Fleet, lower level of the lighthouse, lighthouse park**

Run starts at the boat ramp heads North up Peninsula turnaround is between Cindy Lane and loggerhead head back south down peninsula to Beach Street, Turn right head to Sailfish Drive turn left head back out to Peninsula make a right turn finish line back at the boat ramp.

Volunters will be on every street corner throughout the route police will be at Beech Street in Inlet Harbour Road









**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: November 10, 2025  
Subject: Citizens for Ponce Inlet (C4PI) – Annual Accounting Report

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**MEETING DATE:** November 20, 2025

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Pursuant to Resolution 2020-16, C4PI has provided the attached information regarding how the annual \$4,000 contribution from the Town was spent.

The Town has provided newsletter articles for five editions of the C4PI newsletter this year, including the State of the Town address, hurricane preparation and recovery efforts, project updates, the annual budget process, and many others.

C4PI records and posts Town Council meetings on its website, providing a service to the public not currently offered by the Town. The Town also provides C4PI with copies of public records upon request, which C4PI makes available to its members at no charge, pursuant to its agreement with the Town. In the past, C4PI has also conducted surveys for the Town, such as obtaining feedback to improvements to the dog park.

In accordance with Resolution 2020-16, \$4,000 has been provided in the Town's approved budget for C4PI in the current fiscal year to ensure that the newsletter remains available online at no charge to all Town residents and property owners.

Attachment  
C4PI 2025 Annual Accounting Report

November 10, 2025

Mr. Mike Disher, Town Manager  
Town of Ponce Inlet  
4300 S. Atlantic Avenue  
Ponce Inlet, Florida 32127

Re: Citizens for Ponce Inlet Newsletter Agreement

Dear Mr. Disher,

As we enter our third year as a 501(c)(3) nonprofit, the Citizens for Ponce Inlet, Inc. (C4Pi) wants to reassure the community that our Board and Advisory Board members—all volunteers—remain fully dedicated to enhancing Ponce Inlet's quality of life. We provide vital services and support to achieve this goal and we commit to the community through various initiatives. C4Pi delivers important local information via our newsletters, organizes community engagement opportunities, advocates for residents' needs, and fosters connections among residents, local businesses, and town officials. We design these efforts, along with our ongoing projects and programs, to keep Ponce Inlet vibrant, informed, and well-supported for everyone who lives here.

For over 40 years, C4Pi has distributed newsletters to Ponce Inlet residents. These publications offer timely updates and valuable insights into town affairs, local history, and community events. We archive all newsletters on our website ([www.c4pi.org](http://www.c4pi.org)), where we provide free and easy access to decades of intriguing and informative content. We also send our quarterly newsletters, annual State of the Town Address, and Election Edition directly to members' inboxes to keep them informed and engaged. We also live stream town council meetings.

In line with the Citizens for Ponce Inlet (C4Pi) Newsletter Agreement with the Town, and as part of the Town's \$4,000 contribution during the fiscal year 2024-2025, I am providing the following financial breakdown to produce these newsletters and to live stream council meetings:

Live Stream:

Production costs, including distribution, video hosting, subscriptions, software, and audiovisual equipment.

Vimeo - \$958.50

Dropbox and NSB Hosting Library - \$1,199.00

**Video Total:** \$2,157.50

Newsletters:

Design and creation, cloud storage, e-mail subscription services, honorarium tech support, and software.

Quarterly editions

Winter 2025 - \$425, Spring- \$425, Summer - \$425, Fall - \$425 = \$1,700

State of Town Address - \$200

Election Edition - \$ 0 / \$125

Adobe InDesign- \$544.18


Email provider: Constant Contact - \$450.45

**Newsletter Total:** \$3,019.63

**Newsletters, Video Live Stream, and Archive - Total: \$5177.13**

We are truly grateful for the Town's support and the opportunity to include Town-related information in our newsletter. We trust that the services we provide continue to meet your expectations, and we look forward to further collaboration in the future. Your ongoing support is sincerely appreciated.

Warm regards,



Lynn Albinson, President  
Citizens for Ponce Inlet, Inc.

#### Newsletter Links:

##### **Winter 2025**

<https://www.c4pi.org/wp-content/uploads/2025/01/C4Pi-Winter-2025-Newsletter.pdf>

##### **State of Town Address Feb 2025**

<https://www.c4pi.org/wp-content/uploads/2025/02/Ponce-Inlet-State-of-the-Town-Address-February-2025.pdf>

##### **Spring 2025**

<https://www.c4pi.org/wp-content/uploads/2025/04/2025-Spring-C4Pi-Newsletter.pdf>

##### **Summer 2025**

<https://www.c4pi.org/wp-content/uploads/2025/07/2025-Summer-C4Pi-Newsletter.pdf>

##### **Fall 2025**

<https://www.c4pi.org/wp-content/uploads/2025/10/2025-Fall-C4Pi-Newsletter.pdf>



**Town of Ponce Inlet  
Town Council  
Regular Meeting Minutes  
October 16, 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    Ms. Cherbano, Town Clerk

17    Mr. Disher, Town Manager

18    Ms. Gjessing, Deputy Town Clerk

19    Chief Glazier, Police Chief

20    Ms. Hall, Assistant Finance Director

21    Mr. Lear, Planning & Development Director

22    Mr. Okum, IT Director

23    Chief Scales, Public Safety Director

24    Attorney Smith, Town Attorney

25    Mr. Wargo, Public Works Director

26  
27    **4.     ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA:** Item 6-A was  
28    added to the agenda; Item 13-C was modified; and Item 13-D was added to the agenda.

29  
30    Mayor Paritsky moved to approve the agenda as amended; seconded by Councilmember Milano.  
31    The motion PASSED 5-0, consensus.

32  
33    **5.     CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation – Ms.  
34    Jennifer Hunt Longmire, 684 Margaritaville Ave, provided a history on her father's involvement  
35    with protecting the land which became known as Lighthouse Point Park; she requested Council  
36    support in renaming the park to The James Milton Hunt Lighthouse Point Park. Council consensus  
37    to discuss drafting a letter of support at the next regularly scheduled Town Council meeting. Mr.  
38    Robert Bullard, 4802 South Peninsula Drive, corroborated Ms. Longmire's testimony on her  
39    father's achievements. Mr. Steve Field, 6 Mar Azul, voiced his opinion regarding the Town's  
40    budget and auditing process, stipends, and the Town Manager. He urged the Town Council to

review the Town's budget by looking at quarterly actuals. Mr. Mark Oebbecke, 4758 South Peninsula Drive, complimented the Planning and Development Department and offered suggestions to make the permitting process more efficient. He commented on the upcoming S. Peninsula Drive sidewalk expansion project and provided a brief update regarding the Veteran's Association Memorial improvements. Ms. Bonni Carney, 38 Coastal Oaks Circle, voiced her opinion on the Town being overstaffed and urged staff to utilize technology efficiently to reduce staffing levels; she provided her opinions regarding the management of Town finances; she commented on proposed projects and evaluating the needs of residents. Mayor Paritsky read an email into the record from Ms. Lynn Albinson, extending her gratitude for staff for enhancing the quality of life in the Town. Mayor Paritsky closed citizens participation.

**6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:**

**A. Proclamation – Domestic Abuse Awareness Month** – Mayor Paritsky announced that she presented a proclamation declaring the month of October 2025 as *Domestic Abuse Awareness Month* to the Domestic Abuse Council of Volusia County on September 30, 2025.

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

**A. Request for Use of Town Property: 2025 Daytona 100 Ultramarathon Race.**

**B. Approval of the Town Council Special meeting minutes – September 3, 2025.**

**C. Approval of the Town Council Regular meeting minutes – September 18, 2025.**

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

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

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

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

**11. ORDINANCES (FIRST READING) AND RESOLUTIONS: None.**

**12. OLD BUSINESS: None.**

**13. NEW BUSINESS:**

**A. Request for Co-Sponsorship of the 15<sup>th</sup> Annual Ponce Inlet Christmas Parade – December 6, 2025.** – Ms. Alex stated the Town's 15<sup>th</sup> Annual Christmas Parade will be held on December 6, 2025, and the applicants have submitted a request for co-sponsorship. She noted two

changes from last year's request: a new staging area, pending Volusia County approval, and a \$151 increase in costs. Staff determined the application meets criteria for approval of co-sponsorship. Councilmember White questioned whether staff could anticipate any conflicts garnering County approval; Ms. Alex stated no issues are anticipated and explained the applicants also had to submit an application to the County for approval. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember White made a motion to approve the request for co-sponsorship of the 15<sup>th</sup> Annual Christmas Parade; seconded by Councilmember Villanella. The motion PASSED 5-0, consensus.

**B. Request for Use of Town Property: Marine Science Center's 2025 Wildlife Festival.** – Ms. Alex stated the Marine Science Center's 2025 Wildlife Festival will be held on November 1, 2025, and will showcase native wildlife and the Center's animal hospital. The request includes closure of the boat ramp and boat ramp trailer parking lot; use of the lot for the event parking; and placement of temporary signs on Town property. Staff determined the criteria for use of Town property has been met. Mayor Paritsky opened public participation – hearing none, public participation was closed.

Councilmember Villanella made a motion to approve the use of Town property for the Marine Science Center's Wildlife Festival; seconded by Councilmember Milano. The motion PASSED 5-0, consensus.

**C. Appropriation request for the 2026 Legislative session.** – Mr. Disher stated the originally proposed request for appropriations for design of the fire station building is being withdrawn. In its place, a new request will be submitted to acquire property for future stormwater improvements. He explained the withdrawal is due to awaiting the results of the upcoming site feasibility study, evaluating funding availability, and the political considerations involved in submitting legislative appropriation requests. Mr. Disher explained that the new request directly relates to recent Council discussions regarding acquiring properties for stormwater improvements. He briefly described the benefit of improving Town stormwater systems and explained how the legislative request could be supplemented with funds from Volusia County's Transform386 program. Councilmember White and Mr. Disher discussed potential estimates for future stormwater property purchases and how this could impact funding assistance from the Transform386 program. Mayor Paritsky opened public participation – Mr. Robert Bullard, 4802 South Peninsula Drive, questioned the zoning restrictions that could impact the use of the proposed lots for future purchase. Mr. Disher explained a rezoning would not be required; however, a minor special exception would have to be granted. Mayor Paritsky closed public participation.

Council consensus to submit the modified appropriation requests as proposed by staff for the 2026 Legislative session.

**D. Request for direction to purchase vacant property at 58 South Turn Circle for future stormwater improvements.** – Councilmember White disclosed his knowledge of the potential purchase of 58 South Turn Circle; he stated he would not be financially compensated if the purchase were made, therefore Attorney Smith verified that he would not have to recuse himself from the vote. Councilmember White's disclosure statement is attached herein. Mr. Disher



133 explained that staff has been made aware of the potential to purchase a vacant lot at 58 South Turn  
134 Circle for stormwater improvements. He explained how the lot is ideally situated to improve the  
135 Town's stormwater system. Councilmember White expressed his concerns about the Town's long-  
136 term finances and provided ideas on how the Town could move forward with immediate  
137 stormwater improvements instead of purchasing additional property. Vice-Mayor Smith and  
138 Councilmember Milano expressed concerns about not purchasing the available lot and someone  
139 potentially developing a new home on it instead. A discussion followed regarding the process,  
140 timeline, cost of developing Town-owned lots, and potential funding opportunities for future  
141 projects. The Councilmembers spoke in favor of acquiring both vacant lots (54 South Turn Circle  
142 and 58 South Turn Circle) with the understanding that a plan to implement improvements would  
143 be presented as soon as possible. Mayor Paritsky opened public participation – Mr. Robert Bullard,  
144 4802 South Peninsula Drive, questioned if drainage easements are in place on the vacant lots and  
145 suggested implementing drainage boundaries in the areas notorious for flooding. Mr. Mark  
146 Oebbecke, 4758 South Peninsula Drive, voiced his support for purchasing both available lots and  
147 suggested allocating funds from the South Peninsula Drive Sidewalk Project for developing  
148 stormwater improvements. Vice-Mayor Smith and Mr. Disher explained how the funds for the  
149 project are being allocated. Mayor Paritsky closed public participation. Councilmember White  
150 provided rough estimates on the price to develop retention ponds, urged everyone to seriously  
151 consider usage of the Land Acquisition Fund, and asked when the stormwater utility fee will be  
152 implemented. Mr. Disher informed everyone that the Town recently received a code enforcement  
153 lien settlement check in the amount of \$120,000, which could be used towards stormwater  
154 improvements if reappropriated in the future.

155  
156 Councilmember White made a motion approving staff to proceed with a Letter of Intent for 58  
157 South Turn Circle and to bring back a final purchase proposal for Town Council approval;  
158 seconded by Councilmember Milano. The motion PASSED, 5-0 with the following vote:  
159 Councilmember White – yes; Councilmember Milano – yes; Mayor Paritsky – yes; Councilmember  
160 Villanella – yes; Vice-Mayor Smith – yes.

#### 161 162 **14. FROM THE TOWN COUNCIL:**

163  
164 **A. Vice-Mayor Smith, Seat #5** – Vice-Mayor Smith informed everyone of a meeting  
165 he recently attended where discussions centered around the proposed elimination of property taxes  
166 and issues with stormwater and flooding due to development.

167  
168 **B. Councilmember Villanella, Seat #4** – Councilmember Villanella commented on  
169 the process of evaluating items presented to the Town Council.

170  
171 **C. Councilmember White, Seat #3** – Councilmember White thanked Mr. Disher, Ms.  
172 McColl, and Ms. Hall for recently meeting with him regarding the budget process for fiscal year  
173 26/27. He mentioned key points discussed at the meeting, including a review of various  
174 comparisons from the last five years; whether the Town should budget for reserve funds; factors  
175 that cause the reserves to increase; monitoring departmental budgets on a “use it or lose it” basis;  
176 performance and merit reviews; staffing considerations; using a cost-benefit analysis method, and  
177 more.

179 **D. Councilmember Milano, Seat #2** – Councilmember Milano updated everyone on  
180 statistics from the First Step Shelter. He noted the First Step Shelters Annual Gala will be held on  
181 February 7, 2026, and explained a new method the organization is using that allows them to place  
182 more individuals in housing.  
183

184 **E. Mayor Paritsky, Seat #1** – Mayor Paritsky announced that she spoke at the Port  
185 Orange-South Daytona Chamber of Commerce’s Government Day event on September 24, 2025  
186 and attended the Volusia Delegation luncheon where discussions centered on appropriations in the  
187 next legislative session, impacts of Senate Bill (SB) 180, and property tax elimination. She  
188 explained that the Florida League of Cities’ Utilities, Natural Resources, and Public Works  
189 Committee has been narrowing down priority issues to present to the legislature, and they are  
190 focusing on stormwater management, water quality, and more. Mayor Paritsky met recently with  
191 Representative Tramont where they discussed SB 180, property taxes, and anticipated  
192 appropriation requests. She described efforts made by the Stormwater Mitigation and Flooding  
193 Subcommittee of the Volusia Elected Officials Roundtable and stated anyone can subscribe to  
194 County’s stormwater newsletter at [www.volusia.org/newsletter](http://www.volusia.org/newsletter) to receive information  
195 highlighting ongoing efforts, programs, and projects addressing flooding. Mayor Paritsky stated  
196 she recently met with Dr. Balgobin, Superintendent of Volusia County Schools, and more where  
197 they discussed the current and future plans for students and how mayors can help. Mayor Paritsky  
198 commended the Citizen’s for Ponce Inlet (C4PI) newsletter editors for their exceptional work  
199 producing a newsletter at the caliber they do. She also thanked the President, Board of Directors,  
200 and volunteers of that organization.  
201

202 **15. FROM THE TOWN MANAGER** – Mr. Disher stated Votran is considering eliminating  
203 its route in Ponce Inlet and replacing it with on-demand services; Volusia County will be holding  
204 a series of public meetings to gather feedback; more information can be found at [www.votran.org](http://www.votran.org).  
205 He explained the athletic court reservation system is being updated, and the Planning and  
206 Development Department has been working hard on continuing to make more permit applications  
207 available online.  
208

209 **16. FROM THE TOWN ATTORNEY** – Attorney Smith provided an update on the Town  
210 Council’s request for updates to the Town’s sound amplification ordinance. He provided a history  
211 on the process and referred to an ongoing case in St. Petersburg, Florida regarding similar  
212 concerns. He compared the difference in sound amplification using electronic or acoustic outlets  
213 and noted the Town’s ordinance will be focusing on outdoor entertainment instead of the  
214 amplification of sound.  
215

216 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Mayor Paritsky opened public  
217 participation – Mr. Robert Bullard, 4802 South Peninsula Drive, had questions regarding a Votran  
218 study completed a few years ago and commented on the opportunities for Votran to operate as an  
219 enterprise. Public participation was closed. Vice-Mayor Smith stated it could be worthwhile to poll  
220 the local restaurants on their employees’ average usage of Votran services.  
221

222 **18. ADJOURNMENT** – Mayor Paritsky adjourned the meeting at 3:47 p.m.  
223

224 Respectfully submitted by:

225

226 *Draft*

227 Kim Cherbano, CMC, Town Clerk

228 Prepared by: Stephanie Gjessing, Deputy Town Clerk

229 Attachment(s): Councilmember White's Correspondence Disclosure Statement

DRAFT

## Agenda Item 13 D

From: janemanatee@aol.com (janemanatee@aol.com)

To: janemanatee@aol.com

Date: Tuesday, October 14, 2025 at 03:08 PM EDT

I would like to disclose my knowledge of the potential purchase of lot 58 South Turn Circle. I first learned about the potential purchase of lot 54 South Turn Circle when Cindy Ritchie, a local resident and realtor, called me requesting information that she had received from Town Manager Mike Disher concerning lot 58 South Turn Circle. Cindy is representing the seller of 54 South Turn Circle and wanted to reach out to the owner of lot 58. Mike had shared with Cindy that we (Jane and I) were friends with the owner, and the lot was not on the market, but she wanted to see if she could contact the owner about selling lot 58. Cindy stated she had tried reaching Renee Morse, but she could not get a call back. I was not going to give Cindy Renee's personal information. I contacted Mike and asked what was that all about and he shared with me that lot 58 was the main lot that the Town would like to acquire but Cindy could not get a call back. Renee Morse has been a close personal friend of Jane and mine for many years. I told Mike if he wanted, I could give Renee a call and see if she had any interest in selling. Mike said that would be GREAT! Jane reached out to Renee around two months ago and she stated she would talk with her son Justin, but she did not think she wanted to sell. Fast forward to September 21, Renee reached out to Jane and stated she might be selling lot 58. Then Renee made contact again on September 28th with Jane asked if the Town was still interested and Jane stated she would need to talk with Town Manager Mike Disher. Jane talked with Mike after talking with Renee asking what he would like to do and he said he would like to offer 350k as that is what the Town has a contract for on lot 54. Jane stated to Ponce Inlet Town Manager Mike Disher that she would communicate back to Renee and clearly stated there will be NO COMMISSION! NO COMMISSION ON EITHER SIDE BASED ON THE REALTOR COMMISSION POLICY. Renee flat out said no even with Jane stating there will be no commission she still said no (Jane is trying to help the Town). Jane notified Mike with the news and also told Mike to give it sometime and she could change her mind. On October 8th Renee contacted Jane and stated she would except the 350k with no Commission! On October 9th Jane emailed Mike and copied Renee with the details price, closing date request and NO COMMISSIONS STATED CLEARLY also all the contact information for Renee Morse and her team because all the paperwork and closing documents would be handled by the Town of Ponce Inlet ( I have a copy of the email if needed between Renee, Mike and Jane ) With all this being said Drew do I need to recuse myself from voting on this item?

Re: 58 South Turn Circle

From: Renee Morse (renee.morse@reagan.com)  
To: mdisher@ponce-inlet.org  
Cc: janemanatee@aol.com; mmosher@cirdem.org  
Date: Thursday, October 9, 2025 at 04:29 PM EDT

Thanks all! Glad to help!  
Sent from my iPad

On Oct 9, 2025, at 4:15 PM, Mike Disher <mdisher@ponce-inlet.org> wrote:

Jane, Mrs. Morse, and Ms. Mosher,

Thank you all very much! Having this in writing will allow us to move forward more quickly. I will take this to the Town Council at next Thursday's meeting. If they give the go-ahead, which I'm very, very sure they will, we can have the Letter of Intent to you the next day. Electronic signatures are perfectly acceptable. The goal will then be to take the contract to the Town Council for approval at the November Council meeting, with closing before the end of the calendar year.

Thanks again for working me and the Town.

Sincerely,

Michael E. Disher, AICP  
Town Manager

**TOWN OF PONCE INLET**

4300 South Atlantic Avenue

Ponce Inlet, FL 32127

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

Off • 386-213-4240

Cell • 386-241-3996

Fx • 386-236-2190

**From:** janemanatee@aol.com <janemanatee@aol.com>  
**Sent:** Thursday, October 9, 2025 11:04 AM  
**To:** Mike Disher <mdisher@ponce-inlet.org>  
**Cc:** Renee Morse <renee.morse@reagan.com>; mmosher@circlem.org; janemanatee <janemanatee@aol.com>  
**Subject:** 58 South Turn Circle

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

Good morning Michael, great talking to you. Renee Morse called me yesterday after you and I talked. She said Yes to selling her vacant lot to Ponce Inlet. She agreed to \$350,000 purchase price, cash closing, no commissions, no inspections and around 2 months or sooner closing. I told her the Town will do a LOI and this would go before the Town Council for approval and it is done. Renee wants it very simple and hopefully it will be. lol. Please see the property owner information for 58 South Turn Circle.

BRM Property Holding, LLC  
1950 Laurel Manor Dr. Ste 130  
The Villages, FL 32162

Megan Mosher , VP (Megan has authority to sign on behalf of the LLC)  
[mmosher@circlem.org](mailto:mmosher@circlem.org)

(352) 216-1783 cell

I have copied Renee Morse and Megan Mosher on this email. Should you need any additional information or if I can be of any assistance, please feel free to contact me.

Kindest Regards,

Jane White  
386-562-0089 cell

---

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.

**NOTE:** Please do not send any personal e-mail to this address. Florida has very broad public records laws. Most written communication to or from Town of Ponce Inlet officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



**Meeting Date:** 11/20/2025

**Agenda Item:** 9-A

## **Report to Town Council**

**Topic:** Request for support to rename Lighthouse Point Park to *James Milton Lighthouse Point Park*.

**Summary:** Ms. Jennifer Hunt Longmire requested the Town's support to rename Lighthouse Point Park in honor of her late father, James Milton Hunt, at the October 16, 2025 Town Council meeting. By consensus, the Town Council decided to discuss drafting a letter of support. Staff has prepared a letter and is seeking the Council's input and direction.

**Suggested motion:** As determined by Council.

**Requested by:** Ms. Alex, Cultural Services Manager

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





## MEMORANDUM

### TOWN OF PONCE INLET, CULTURAL SERVICES 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: Jackie Alex, Cultural Services Manager  
Date: November 6, 2025  
Subject: Letter of Support to Rename *Lighthouse Point Park* to *James Milton Hunt Lighthouse Point Park*

---

**MEETING DATE: November 20, 2025**

---

At the October 16, 2025 Town Council meeting, Ms. Jennifer Hunt Longmire requested the Town's support to rename Lighthouse Point Park in honor of her late father, James Milton Hunt, who was instrumental in preserving the land for the park in 1983 (**Attachment 1**). While located in Ponce Inlet, Lighthouse Point Park is managed by Volusia County on state lands leased by the County from the Florida Department of Environmental Protection (FDEP). Changing the name of the park is therefore a decision to be made by the County Council and FDEP.

By consensus, the Town Council decided to discuss drafting a letter of support at the next regularly scheduled Town Council meeting. Staff has prepared a draft support letter for the Council's consideration that reflects the Town's appreciation for Mr. Hunt's efforts to protect Ponce Inlet's coastal lands (**Attachment 2**).

Staff is seeking the Council's input and direction on the draft letter. If acceptable, the Town will finalize the letter of support and provide it to the Volusia County Council.

Attachments:

1. Request from Jennifer Hunt Longmire
2. Draft Letter of Support to rename *Lighthouse Point Park* to *James Milton Hunt Lighthouse Point Park*

# Renaming Lighthouse Point Park to The James Milton Hunt Lighthouse Point Park

Produced by Jennifer Hunt Longmire

## A brief background of the history of Lighthouse Point Park

My Dad, James Milton Hunt, grew up on South Atlantic Avenue in Wilbur-by-the Sea. He used to ride his bike down to the inlet to fish and play in the mangroves. It was his favorite piece of land on Earth. Back in early 1981, when he was working in Miami, he learned of the purchase of land by Transol at the end of the inlet at Ponce Inlet. He quickly went to Ponce Inlet and found out it was true. They had bought all the land and were going to put 500 condos and several mini malls on the property. He decided at that moment that the land should be saved as a park for all people and future generations to enjoy. The journey to start the "Don't Condo Our Lighthouse" campaign began. He moved to Ponce Inlet and started the project to save his favorite piece of property. For several years he went to all the meetings in Ponce Inlet and Volusia County regarding the property. He went to Washington to meet with Senator Chiles about the land. He also traveled to Tallahassee and worked with Governor Graham and his "Save our Coasts" program to acquire endangered valuable coastal lands set for development. He worked tirelessly for years to save the land. He put his heart and soul into saving the land and preserving Ponce Inlet as a town and not a city. Finally, at a meeting by the Cabinet of Florida on May 18, 1983, after much debate and an eloquent speech by Frank Bruno, it all came down to Governor Graham calling a motion and then cabinet member Smith moved that it be approved and so it was. The closing of the title occurred on June 24, 1983 and the park was opened on November 14, 1986.

Dear Vice Chair of the County Council, Matt Reinhart,

My name is Jennifer Hunt Longmire and I live in Daytona Beach. I am writing today to request your support in the consideration of changing the name of Lighthouse Point Park in Ponce Inlet to The James Milton Hunt Lighthouse Point Park. My father, James Milton Hunt, was instrumental in saving the land for the park back in 1983. There is a plaque on the pavilion building in his honor. But I believe that all he did for Ponce Inlet and having created the park, that it should be named after him. I will give you a short synopsis of why this is so important.

My Dad, James Milton Hunt, grew up on South Atlantic Avenue in Wilbur-by-the Sea. He used to ride his bike down to the inlet to fish and play in the mangroves. It was his favorite piece of land on Earth. Back in early 1981, when he was working in Miami, he learned of the purchase of land by Transol at the end of the inlet at Ponce Inlet. He quickly went to Ponce Inlet and found out it was true. They had bought all the land and were going to put 500 condos and several mini malls on the property. He decided at that moment that the land should be saved as a park for all people and future generations to enjoy. The journey to start the "Don't Condo Our Lighthouse" campaign began. He moved to Ponce Inlet and started the project to save his favorite piece of property. For several years he went to all the meetings in Ponce Inlet and Volusia County regarding the property. He went to Washington to meet with Senator Chiles about the land. He also traveled to Tallahassee and worked with Governor Graham and his "Save our Coasts" program to acquire endangered valuable coastal lands set for development. He worked tirelessly for years to save the land. He put his heart and soul into saving the land and preserving Ponce Inlet as a town and not a city. Finally, at a meeting by the Cabinet of Florida on May 18, 1983, after much debate and an eloquent speech by Frank Bruno, it all came down to Governor Graham calling a motion and then cabinet member Smith moved that it be approved and so it was. The closing of the title occurred on June 24, 1983 and the park was opened on November 14, 1986.

I am seeking advice on what the process is for the County's consideration of the name change. I have already spoken to Mayor Paritsky about it and my intention is to go to the Town of Ponce Inlet's Council seeking their support. Any advice would be very appreciated.

The park is a special place for so many people from near and far and my Dad was so proud of it. He would go 3 to 4 times a week to walk it. He loved to see the people fishing and enjoying the beach and walkways, just as he had always imagined it, so many years ago. Unfortunately, about a year ago my Dad unexpectedly passed away, so this an important endeavor for me.

I hope you will help make this dream a reality of renaming Lighthouse Point Park to The James Milton Hunt Lighthouse Point Park to honor my Dad for everything he did to create the park and protect Ponce Inlet.

Sincerely,

Jennifer Hunt Longmire

684 Margaritaville Ave  
Daytona Beach, FL 32124  
617-816-4041  
jhlongmire@msn.com



## Town of Ponce Inlet

4300 South Atlantic Avenue  
Ponce Inlet, Florida 32127  
Phone: (386) 236-2150  
Fax: (386) 322-6717  
www.ponceinlet.org

*Letter of Appreciation to Mr. John M. Hunt*

Dear Mr. Hunt: It is a great pleasure to express to you our appreciation for your contribution to the conservation of Ponce Inlet. He played a crucial role in the important campaign that resulted in the creation of Lighthouse Point Park in 1983. His work in the creation of Lighthouse Point Park demonstrates his commitment to preserving the beauty and natural resources of Ponce Inlet. This park is a lasting legacy of his efforts that will be enjoyed by the public for generations to come. A debt of gratitude is owed to Mr. Hunt for all of his contributions to our community.

Sincerely,

Lois A. Paritsky  
Mayor, Town of Ponce Inlet

Town of Ponce Inlet  
4300 South Atlantic Ave  
Ponce Inlet, Florida 32127  
386-310-4320  
lparitsky@ponce-inlet.org



*The Town of Ponce Inlet is a beautiful, historic, and unique community. It is a place where the best of Florida meets the best of the world. We are proud to be a part of this special place and to share it with you.*

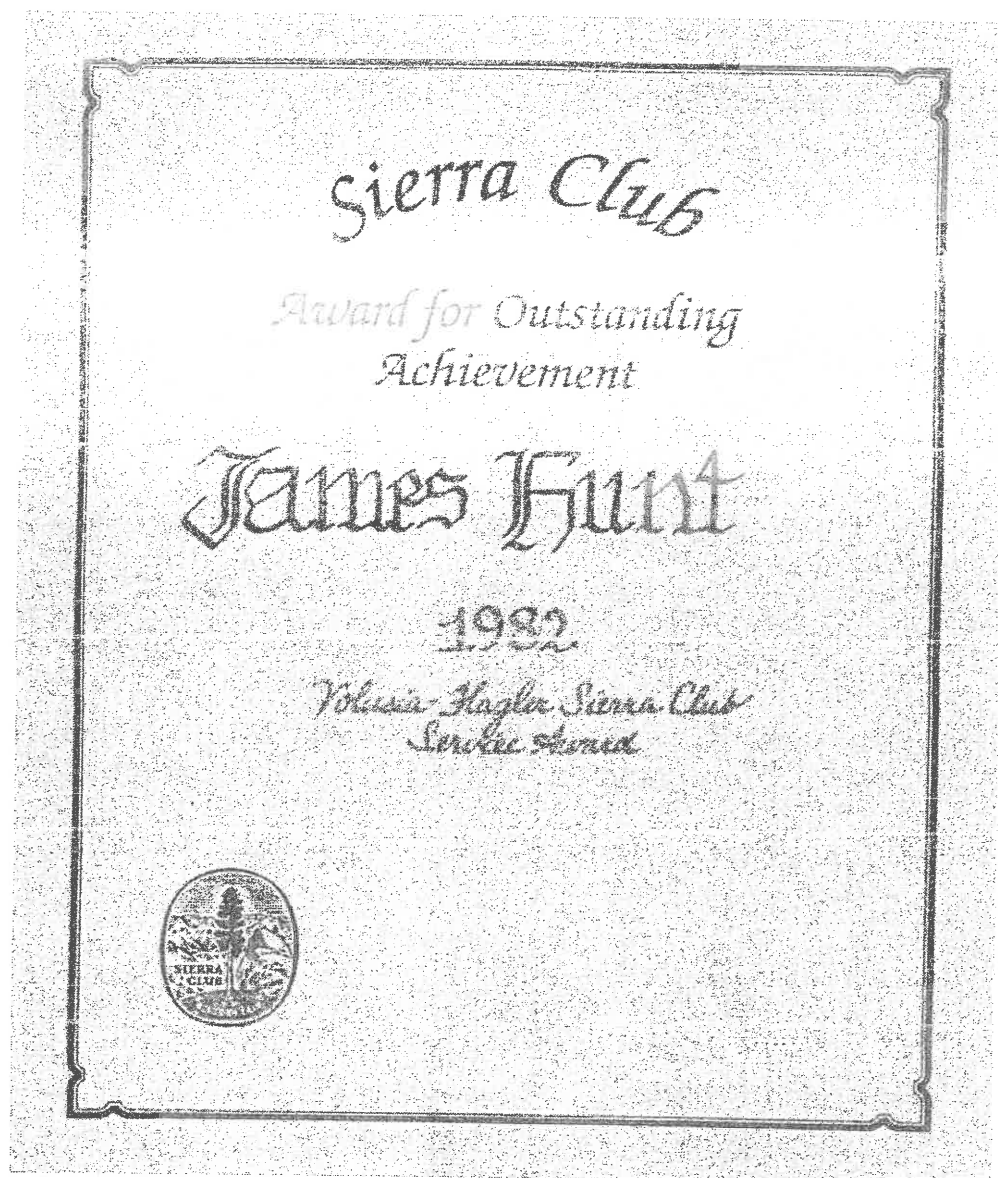


Figure A James Hunt Sierra Club Award For Outstanding Achievement



**THE COUNTY OF VOLUSIA HONORS  
JAMES MILTON HUNT**

*James Milton Hunt led a successful campaign to preserve this property as Lighthouse Point Park, ensuring that Volusia County residents and visitors will enjoy its pristine beauty for generations to come.*



**PRESENTED BY THE VOLUSIA COUNTY COUNCIL**  
JUNE 7, 2012

**FRANK T. BRUNO, JR.**  
CHAIR

**JAMES T. DINNEEN**  
COUNTY MANAGER

**JOYCE M. CUSACK**  
VICE CHAIR

**ANDY KELLY**  
DISTRICT 1

**JOSHUA J. WAGNER**  
DISTRICT 2

**JOIE ALEXANDER**  
DISTRICT 3

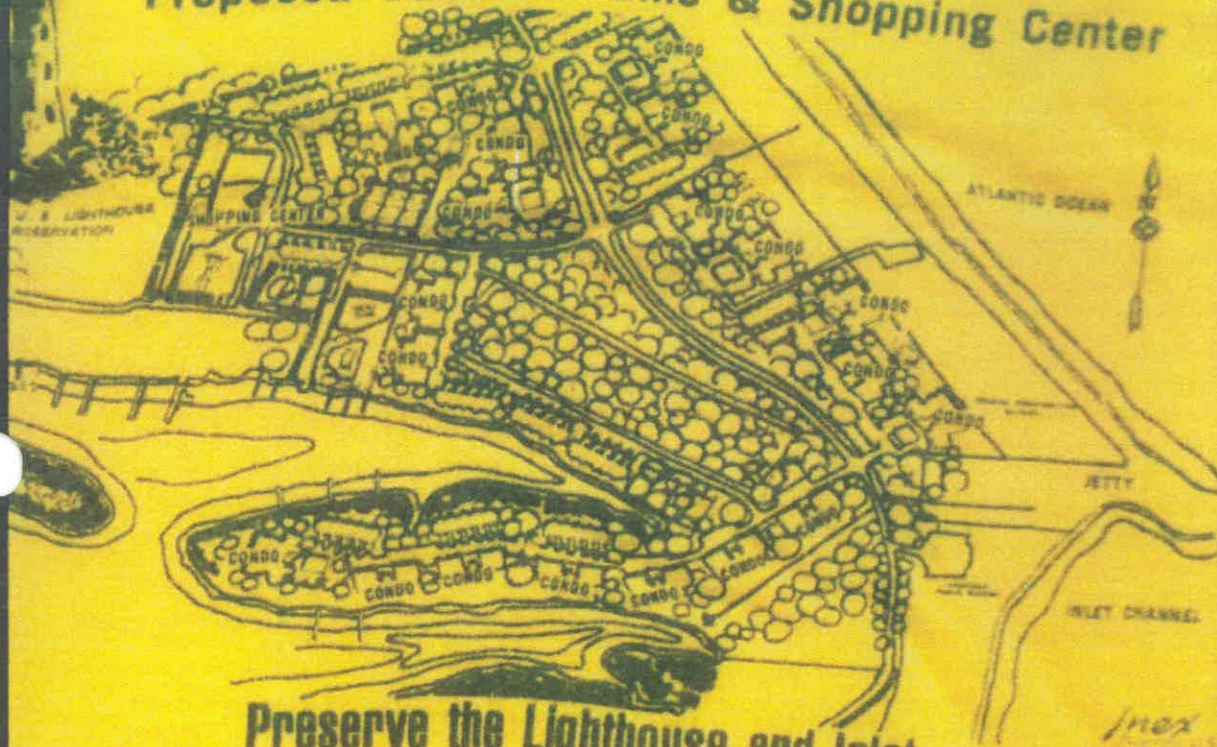
**CARL G. PERSIS**  
DISTRICT 4

**PATRICIA NORTHEY**  
DISTRICT 5



# DON'T CONDO OUR LIGHTHOUSE!!

Proposed Condominiums & Shopping Center



**Preserve the Lighthouse and Inlet  
For Ourselves and Future Generations!!!**

## NOTICE:

atch Development Co. will soon propose a condominium and shopping center  
ect (shown above) surrounding the Lighthouse and all the way to the north Jetty

## ATION:

E: Port Authority:  
523 N. Halifax Avenue  
Daytona Beach, Fla. 32019

JOIN: Ponce DeLeon Inlet Preservation Group  
4201 S. Atlantic Avenue  
Daytona Beach, Fla. 32019  
677-4551

# HELP PRESERVE OUR INLET



# A PETITION

TO: PONCE DELEON INLET AND PORT AUTHORITY  
 PONCE INLET TOWN COUNCIL  
 PONCE INLET PLANNING COMMISSION  
 VOLUSIA COUNTY PLANNING DEPARTMENT  
 VOLUSIA COUNTY COUNCIL  
 FLORIDA STATE DEPARTMENT OF NATURAL RESOURCES

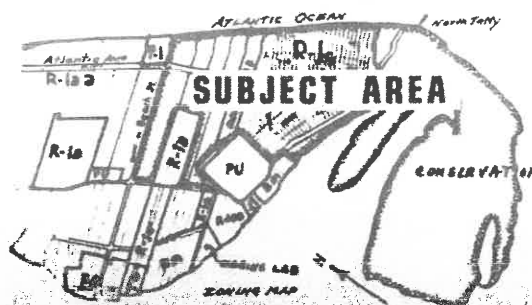
Please use your best efforts to immediately act to purchase for preservation the land located from the lighthouse to the ocean to the river (including Hutchinson Island) for preservation. (All the land from Batelle Marine Lab (paint testing station) south to the inlet).

| NAME                         | ADDRESS                       | WILL HELP  | PHONE           |          |
|------------------------------|-------------------------------|------------|-----------------|----------|
| <i>[Signature]</i>           | <i>1116 D.R.</i>              | <i>Yes</i> | <i>677-4551</i> | <i>✓</i> |
| <i>Vol. Inlet</i>            | <i>102 Royal Dr. S.</i>       | <i>Yes</i> | <i>677-4551</i> | <i>✓</i> |
| <i>[Signature]</i>           | <i>105 King St. S.</i>        | <i>Yes</i> | <i>677-4551</i> | <i>✓</i> |
| <i>[Signature]</i>           | <i>2540 Cord St. E.</i>       | <i>Yes</i> | <i>767-8930</i> | <i>✓</i> |
| <i>Marion K. [Signature]</i> | <i>203 Pine Lane S.W.</i>     | <i>Yes</i> | <i>677-4551</i> | <i>✓</i> |
| <i>Paul L. [Signature]</i>   | <i>196 [Signature] St. S.</i> | <i>Yes</i> | <i>677-4551</i> | <i>✓</i> |
| <i>Sam [Signature]</i>       | <i>215 So. Lorida</i>         | <i>Yes</i> | <i>258-6444</i> |          |
| <i>Sam [Signature]</i>       | <i>2727 W. Main St.</i>       | <i>Yes</i> | <i>775-</i>     |          |
| <i>Zethryn [Signature]</i>   | <i>2596 Tarlton Ave.</i>      | <i>Yes</i> | <i>672-2487</i> | <i>✓</i> |
| <i>Phyllis [Signature]</i>   | <i>3 [Signature] St.</i>      | <i>Yes</i> | <i>672-2869</i> |          |
| <i>Ron [Signature]</i>       | <i>20 [Signature] St.</i>     | <i>Yes</i> | <i>672-</i>     |          |
| <i>Mike O'Gara</i>           | <i>170 Super St.</i>          | <i>Yes</i> | <i>761-9591</i> |          |
| <i>Bruce [Signature]</i>     | <i>612 Wild River Ave. S.</i> | <i>Yes</i> | <i>758-1183</i> |          |

Backside 6,000--Signatures



## A PETITION



### SUBJECT AREA DESCRIPTION

ALL THAT AREA FROM THE MOST SOUTHERLY TIP OF PONCE INLET UP TO THE SOUTHERLY SIDE OF BEACH STREET ON THE NORTHERN BOUNDARY, THE ATLANTIC OCEAN ON THE EASTERLY SIDE, SOUTH PENINSULA DRIVE ON THE WESTERLY SIDE UP TO BUT NOT INCLUDING THE PU ZONE AND RM ZONE WEST AND SOUTH OF SOUTH PENINSULA DRIVE.

EXCLUDED THEREFROM SHALL BE THE EXISTING LIGHTHOUSE VIEW SUBDIVISION ON ON RAINS COURT AND SOUTH OF THE LIGHTHOUSE ON SOUTH PENINSULA DRIVE, THE LOMMLER, PYLE, DEJARNETTE AND MILLER EXISTING HOMES LOCATED ON LOTS 55, 56, 57, 58 and 209 OF INLET TERRACE SUBDIVISION.

I AM A REGISTERED VOTER OF PONCE INLET AND I AM AGAINST RESIDENTIAL DEVELOPMENT IN THE ABOVE DESCRIBED SUBJECT AREA.

I AM FOR PRESERVATION OF THE SUBJECT AREA IN IT'S NATURAL STATE.

I AM FOR ACCOMPLISHING THIS BY:

#### THE PONCE INLET PLANNING COMMISSION

REJECTING THE PLANNED UNIT DEVELOPMENT PROPOSAL BY TRANSOL LIGHTHOUSE DEVELOPERS FOR DEVELOPMENT SOUTH OF THE LIGHTHOUSE.

IMPLEMENTING A BUILDING PERMIT FREEZE FOR THE SUBJECT AREA.

REVISING THE PONCE INLET COMPREHENSIVE PLAN TO PRESERVE THE SUBJECT AREA.

#### THE PONCE INLET TOWN COUNCIL

SUSTAINING THE PLANNING COMMISSION'S REJECTION OF THE TRANSOL P.U.D.

ONLY ACCEPTING A REVISED COMPREHENSIVE PLAN THAT PROVIDES FOR PRESERVATION OF THE SUBJECT AREA.

DEMANDING BY COUNCIL RESOLUTION THAT THE PONCE DE LEON INLET AND PORT AUTHORITY IMMEDIATELY OBTAIN THE SUBJECT AREA FOR PRESERVATION BY PURCHASE AT FAIR MARKET VALUE OR IF NECESSARY BY EXERCISING ITS LEGISLATIVELY GRANTED RIGHT OF EMINENT DOMAIN IN THE PUBLIC INTEREST AND FOR THE PUBLIC GOOD.

#### THE VOLUSIA COUNTY COUNCIL

AS THE AREA IN VOLUSIA COUNTY MOST IMPACTED BY THE PONCE DE LEON INLET AND PORT AUTHORITY TAXING DISTRICT AND THE PORT AUTHORITY BEING CHARGED WITH THE RESPONSIBILITY AND OBLIGATION BY AGREEMENT WITH THE UNITED STATES CORPS OF ENGINEERS TO CREATE RECREATION AREAS AT THE INLET ENTRANCE, I DEMAND, AS ALLOWED BY THE VOLUSIA COUNTY CHARTER, THE IMMEDIATE TAKE-OVER OF THE AUTHORITY TO PROVIDE GOOD GOVERNMENT AND AVOID TAXATION WITHOUT REPRESENTATION.

VOTER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

(PLEASE SIGN AS IT APPEARS ON VOTING ROLL)

Pd. Pol. Adv., paid for by the **PONCE DE LEON INLET PRESERVATION GROUP**  
**JAMES M. HUNT, CHAIRMAN**  
 4671 South Atlantic Avenue, Ponce Inlet, 32019  
 Telephone: 904-761-7956

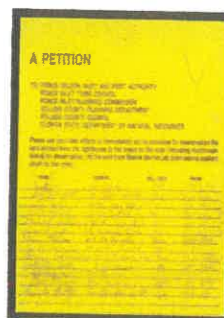
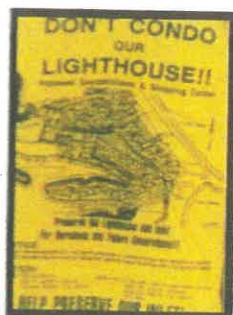




*"Without Jenny and Tara's Permission, There Would Be No Park"*

Lighthouse Developers, Inc. TO State of Florida, Friday June 24, 1983

From Left Jim Hall, Port Authority, Ney Landrum-State of Florida,  
Jennifer Alane Hunt Longmire, activist, Victor Fransen developer/owner,  
Tara Louise Hunt Wear, activist, James Milton Hunt, activist  
John Ellis, Pioneer Realty, Michael Dawes developer/partner



6,000 petitions, Honorary Members of the Ponce de Leon Inlet Preservation Group

**DON'T CONDO  
OUR  
LIGHTHOUSE!!**

**DON'T CONDO  
OUR  
LIGHTHOUSE!!**

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# School Board To Tackle Attendance Zone Shifts

**DELAND** — The School Board has a long day in store Tuesday, starting with a regular business meeting at 9 a.m. and winding up with a 7 p.m. public hearing on attendance zones for junior highs in the Greater Daytona Beach Area.

Several personnel shifts, including the reassignments of three high school principals, are among items on the agenda for the morning meeting in the School Administration Building, 230 N. Stone St.

Superintendent Ray Dunne has proposed that William Hall, principal of New Smyrna Beach High School, be promoted to director of secondary education. He would replace Howard Gold, who retired Thursday after 30 years in the school system.

The transfer of DeLand High Principal James Clements to George Marks Elementary School also is recommended, with Mainland High Principal Jack Surrette to be transferred to DeLand as Clements' replacement. George Marks Elementary Principal Robert Smith has retired.

Dunne said he expects to recommend replacements for Surrette and Hall at the School Board's July 12 meeting. Also on the agenda for Tuesday's meeting is distribution

**School Board Attorney Richard Graham advised the board it might be better to backtrack and follow the Administrative Procedures Act in adopting new attendance zones rather than to risk a long, expensive legal battle.**

of a report on school based management, developed over the past year by Dr. Eve Booth.

The school system received an \$85,000 grant from the state Department of Education to finance development of such a program. The school based management approach places greater management responsibility at the school and departmental levels, within general goals and policies set by the School Board. A full presentation on recommendations for adopting that management approach in Volusia schools will be made at the board's July 12 meeting.

Tuesday, the School Board also is to consider an extension of its contract with CM Inc.-Russell & Axon Inc. to

serve as construction manager of its \$90 million building program. The board authorized Dunne June 16 to negotiate an extension "if possible." The initial 25 month contract period ends Sunday, but several projects included in the building program remain to be completed.

After completing its regular agenda, the board will recess its meeting until 7 p.m., when the board will meet in the auditorium of Mainland High School.

A public hearing on proposed new attendance zones for the Greater Daytona Beach Area will be conducted, with board action scheduled immediately afterward on adoption of new zones. The changes provide for the opening of a new

junior high on Herbert Street in Port Orange and the closing of Seabreeze Junior High and Mainland Seventh Grade Center.

The board adopted new attendance zones in April but later decided to go through the process again, including a public hearing, because of a challenge made by a group calling itself Parents for Quality Education. The group contended the zoning action is "rulemaking" under the state's Administrative Procedures Act and that the board hadn't followed the procedures required by the APA.

School Board Attorney Richard Graham disagreed but said some state appellate court decisions have found school attendance reassignments to be rulemaking. He advised the board it might be better to backtrack and follow the APA procedures rather than to risk losing a long, expensive legal battle.

In addition to publishing a formal notice of its intent to adopt the school zones, the board has published an "economic impact study" required by the APA. It estimates the School Board will save \$39,195 in busing costs under the proposed new junior high attendance zones, compared with the zones now in effect.

## Boating Trio Rescued After Indian River Accident

By MIKE PARKERSON  
News-Journal Staff Writer

A claming trip to the Indian River nearly proved fatal for a Holly Hill couple and their guest from Orlando, who were tossed into the Intracoastal Waterway when their 14 foot fiberglass boat was swamped by heavy seas about 6:30 p.m. Sunday.

The trio was pulled out of the choppy water by a larger boat which helped the party right their small boat and towed them to a fish camp.

Jim Robertson, 60, said in an interview Sunday the trio was at Marker 29 in the Indian River, six miles north of Haulover Canal, in the light boat powered by a 15 h.p. outboard engine on the second of two expeditions Sunday when the accident took place.

With Robertson, a local stockbroker, was his wife, Joan, and John A. Alley, a retired U.S. Army colonel and one of Robertson's clients. While the Robertsons waded about collecting clams, their guest tried his luck at fishing but

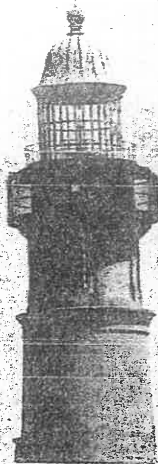
"he wasn't catching much of anything," Robertson said.

"About 6:15, the wind whipped up and waves started coming out of nowhere. We figured we'd better get out of there," Robertson related. "We should have decided a little earlier," he added.

The party had motored only to Marker 19, Robertson said, when "my wife told me we were taking on water, and I looked up to see her going under like a submarine." The boat capsized. "The next thing I knew, the boat was floating upside down and Joan and I were under it," Robertson said.

Fortunately, a passing boat fished the trio out of the river and helped right their craft, then towed them to Leffell's Fish Camp in Oak Hill. "We were lucky that other boat came along only 10 minutes after we went in," Robertson said.

"The only casualty of the capsizing was the colonel's pants, which he'd taken off to wade out and go claming with us. I wish I could remember the names of the people who pulled us out. They were nice," he said.



LIGHTHOUSE SAVED—WE WON—NO CONDOS

News-Journal photo by Roger Simons

## Serenity House Seeks Donations

Halifax Area Council on Alcoholism and Serenity House are seeking donations of furniture, television sets and appliances for the thrift store. Arrangements to pick up donated articles can be made by calling 255-9875. Serenity House provides counseling and residential services for alcoholics.

## Reporter On Assignment

If you have a question of broad public interest about something in Volusia County, write us about it. Limit your letter to one subject. Time and space make it impossible to answer all inquiries, but we'll track down those we think of interest. Address your letters to "Reporter on Assignment," The News-Journal, P.O. Box 431, Daytona Beach, 32015. Your name, address and phone number must be included, although not necessarily for publication if you so indicate.

## The Assignment

An area resident asks what ever happened to S.R. 415 (Dunlawton Avenue)? The woman says one day it was there — and the next day the road sign was changed to S.R. 421.

## The Report

No, your eyes weren't playing tricks on you. Wallace T. Fish, fifth district planning engineer for the state Department of Transportation, says the sign was changed in accordance with a statewide effort to quash confusion over the way state roads were numbered.

"The idea of the program is to clarify route numbers for emergency vehicles," Fish said.

For example, a S.R. 40A in the New Smyrna Beach area coincided with a R. 40A in the DeLand area, causing confusion. Now with the renumbering, said this problem and similar problems have been solved.

hange began when DOT conducted a public hearing June 30, 1981. The -oved the program Aug. 31, 1981.

system eliminates all letter prefixes and suffixes with the exception A," Fish said.

in Dunlawton Avenue means no other state road in Florida is

## ment

ing parents in Daytona Beach writes to say the income, were contacted by phone by a contractor which they later paid the contractor \$1,500 in

reader, three men showed up and did some yment, which was refused. Attempts by the et the original contractor by phone, mail

i on the parents' property seeking payne and if so, is there a time limit on a

for under state law in some rd further since the issue is a rd construction contracts, as 's available through the City ss Council division of the

**FLYING HIGH AFTER 'VICTORY'** — An airplane tows a banner over the lighthouse on the South Peninsula at Ponce Inlet Sunday to celebrate acquisition of 60 acres near the historic lighthouse by the State of Florida Friday. The land had been earmarked by a Dutch oil and real estate firm for condominiums, townhomes and other development until opposition from environmentalists and refusal by Ponce Inlet to issue needed permits stymied the development plans. The Dutch firm, Transol, then sold the land to the Port

Authority for \$2.7 million. The Port Authority transferred the land to the state Division of Recreation and Parks for \$1.7 million. The aircraft banner was part of a celebration on the beach Sunday afternoon in which an estimated 100 people trekked to the beach for a "victory party" on the picturesque duneland. Officials had announced they were worried the party might get out of hand, but Sunday Ponce Inlet Mayor Clayton Perrault — who was on hand to oversee the celebration — said he was happy with its peaceful nature.

## County Code Board Faces Review

By DAVE BYRON  
From Our West Volusia Bureau

**DELAND** — The Volusia County Code Enforcement Board — controversial when created about a year ago by the Volusia County Council — soon will come up for its "sunset" review. Much of the controversy seems to have faded.

Called by critics a "kangaroo court" which deprives county residents of due process, the seven member board has been hearing cases involving violations of county ordinances since January. It's yet to levy a penalty, despite its power to fine violators up to \$250 a day.

The consensus among county officials is that the Code Board is doing what it's supposed to do: Force compliance with county regulations in a spirit of fairness.

"I think it's been a success, better than most people expected," said Code Board Chairman John Summers, a DeLand builder and former member of the County Council.

Even County Councilman Alice Cycler, who still believes the Code Board is illegal, says it has been "congenial" and that she hasn't received any complaints.

According to figures compiled by the clerk of the Code Board, there have been 37 cases filed for hearing. The board has taken testimony



SUMMERS

In 16 cases, and issued 10 orders of compliance and 10 orders of non-compliance.

Four violators have complied after the Code Board issued a non-compliance finding. There have been 10 cases in which compliance was achieved before the violator actually appeared before the Code Board.

While county officials admit the percentage of compliance makes the Code Board an effective enforcement tool and they support the continuance of the Code Board, there also are feelings it has been too lenient and has dragged its feet. For example, the most serious

**Called by critics a 'kangaroo court,' the seven member board has been hearing cases since January. It has yet to levy a penalty.**



GILPATRICK

case before the Code Board still hasn't been resolved even though it was first heard by the board in January.

According to Bob Gilpatrick, the county's Zoning Department director and the man who presents the county's case to the Code Board, the owners of a campground near Oak Hill have violated zoning laws and have done plumbing, wiring and septic tank work without licensed contractors and without permits.

"When I first went down there I saw sewer pipes on top of this ground leading from the travel tra-

ders to the septic tanks they've put in," said Gilpatrick. "There was wiring to individual plugs to trailer units which seemed to come off a small service pole. The water lines had no back flow preventers to protect the water supply. The work was done without permits and with unlicensed people doing the work."

Now six months later, have things changed? "I believe the violations still exist," answered Gilpatrick.

The campground owners told the Code Board they couldn't get the proper permits because the county wouldn't issue them because of the zoning violation. The Code Board told the owners not to rent any more spaces and to apply for the proper zoning. The zoning change was turned down by the Volusia County Council.

The Code Board at this month's meeting gave the owners another 30 days while they prepare to prove they should be "grandfathered" under the zoning rules. The case will come up again in July.

"Obviously, the Code Board hasn't accomplished anything in this case," said Gilpatrick, who admits to being frustrated about the potentially dangerous violations. "We're through the 'shakedown' phase and I think the Code Board is

(See CODE on Page 2B)

## Memorial Hospital To Offer CPR

American Red Cross certified "Race for Life" Cardiopulmonary Resuscitation (CPR) classes will be offered by Memorial Hospital, Ormond Beach, beginning in July.

The classes will be July 13 and Sept. 14, from 5:30 to 9:30 p.m. and Aug. 24, from 12:30 to 4:30 p.m. All classes will be in the hospital classrooms adjacent to the emergency entrance.

Each four hour class provides instruction in one man CPR, including practice on the "Resusc-A-Mie" mannequin.

Classes are free of charge, but enrollment is limited. Registration is available by calling the hospital public relations office, 677-6870.

## Sisters' Apartment Burglarized

Two sisters returned to their Magnolia Avenue apartment early Sunday to find it had been ransacked and more than \$1,600 worth of belongings were stolen, they told police.

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11/24/2011

# OUR COASTAL VOLUSIA TOWN

DAYTONA BEACH DAYTONA BEACH SHORES HOLLY HILL ORMOND BEACH ORMOND-BY-THE-SEA PONCE INLET PORT ORANGE



The walkway leading to the jetty that lies just east of Lighthouse Point park in Ponce Inlet.

News-Journal file photo

## Seabreeze grad convinces classmates



# to maintain Lighthouse Point Park

BY RAY WEISS  
STAFF WRITER

**PONCE INLET** — Something happened to James Hunt the first time he looked out on the ocean from the most scenic point in Volusia.

He fell in love.

That infatuation with the shoreline's natural beauty — especially at what today is Lighthouse Point Park — remains just as strong all of these years later.



HUNT

Hunt, now 68, recalls the nearby lighthouse keepers when he was 2 years old, soon after moving in 1945 to neighboring Wilbur-by-the-Sea. By about age 7, the point was a favorite spot. As a teenager in the late '50s, it became a popular weekend retreat for Hunt and his abreeze High School classmates.

Those fond memories at his recent 50th anniversary recently moved him to ask old classmates not to forget Lighthouse Point Park

and make it their "eternal project" to adopt and oversee.

"I told them that one of their classmates helped save this land and that they should nurture it, have a connection to it," he said of the park that's owned by the state and maintained by Volusia County. "One of the things I'd like to do is improve the entryway, bring up the standards. Raise some money."

Back in 1961, Hunt was that classmate who fought to keep Ponce Inlet's "most valuable piece of land" pristine.

"Otherwise, it would have been condos, absolutely," Hunt recalled. "Five hundred townhouses."

Hunt said he was outraged that Ponce Inlet officials planned on allowing a massive condominium project that would have altered the point's unspoiled character. With a 6,000-signature petition in hand, he and other supporters convinced both state and county officials to buy the property for \$2.7 million and build a public park that opened 25 years ago this month. Hunt, who describes himself as "obnoxious and aggressive,"

years later self-published a book, "Don't Condo My Lighthouse," which documents the five-year fight in point-by-point detail.

"The first response I got was it was a waste of time," he recalled. "That it was pie-in-the-sky. But I wasn't going to lose."

Joe Nollin, who oversees Volusia County's coastal division, welcomes the support of Hunt's Class of 1961 to help maintain the park in the future, whether that leads to upgrading fading signs or replacing the aging wooden shack at the entrance.

Nollin said Hunt has deep roots to the park and the land it encompasses.

"It was a gathering place for a lot of high school kids, a secluded, great place to have a nice time. I think (what the class is doing) ties back to their youth," Nollin said. "Thirty

years ago, it was a wilderness area. James feels a very close kinship to that property. He has long history there. And he wants people to visit, to have the same good times he did. We appreciate that."

When Hunt looks at people of all ages walking along the jetty, sunbathing or barbecuing, he realizes that all of the work he and others did was worthwhile. "It's fabulous, fabulous," he said, looking out at the boats and surfers out on the water. "I consider this one of the seven wonders of the world."

Ironically, Hunt is a former New Jersey real estate developer who now lives in St. Augustine, after spending two years in Flagler Beach. His home is an R' "Besides my two (adult) daughters, this is the major accomplishment in my life," Hunt said of Lighthouse Point Park, which he still visits occasionally. "But I know it's here and that people are enjoying it every day

ray.weiss@news-jml.com





# Birds of a feather are flocking to milder weather

By Erika Webb  
For Hometown News

Like revelers to a main street festival, large groups of robins have been flocking to downtown DeLand in recent weeks.

Arnette Sherman, Friends of Lake Woodruff vice president and West Volusia Audubon co-president, said the migratory birds, in unusually large numbers, have been gathering near shops, City Hall and the old courthouse to feast on the holly berries there.

"People have been commenting," Ms. Sherman said. "It's unusual to see so many in that area."

American Robins are common winter visitors to Florida, according to the Wild Florida Eco Travel Guide.

"Between October and April you can hear

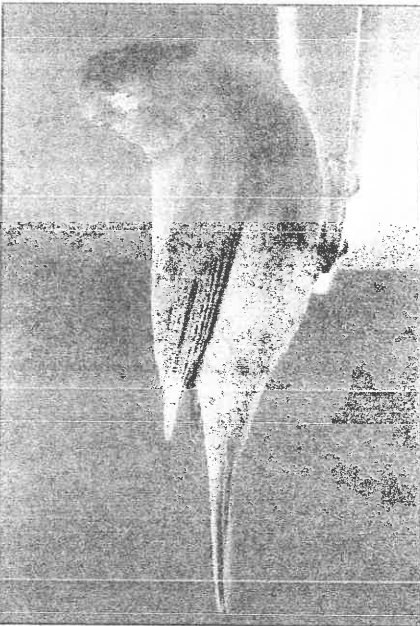


Photo courtesy of Arnette Sherman  
A male painted bunting visits the feeder of local wildlife photographer and avid bird watcher Arnette Sherman.

their characteristic chattering vocalizations as they gather in flocks around fruit trees and along roadsides. In spring, most robins migrate north to breed, but a few have recently begun to nest in north and central Florida," the guide stated.

Ms. Sherman said spring bird activity started to be a little ahead of schedule this year.

"I heard the screech owls in my nest last night the other night so I think they're going to start breeding," she said.

Also in Ms. Sherman's backyard, near Lake Beresford, is a pair of coveted painted buntings. The males of this species look like they rolled across an artist's palette.

"My sister lives about two blocks away and has six of them in her yard," Ms. Sherman said. "I remember asking her, 'How come you have

See BIRDS, A4

## Lighthouse Park dedication honors Ponce Inlet resident

By Cathy Wharton  
For Hometown News

Back in the '50s, when James Milton Hunt was growing up in Wilbur-by-the-Sea, the beach was literally his own backyard — an idyllic playground of surf and sand. His home was just steps from the Atlantic Ocean. Until about 1970, condominiums didn't exist. Homes and businesses that

compass towards Daytona Beach and its neighboring communities — Ormond Beach, Daytona Beach Shores and Ponce Inlet — each with the ocean as its border. Though high-rise, "cracker-box homes" had yet to make an impact on this area, thirsty condo developers were making their mark.

In April 1981, a real estate

See HUNT, A2



Photo by Cathy Wharton  
Volusia County Chair Jason Davis, left, and former Chair Frank Bruno, right, join James Hunt at the dedication of a plaque honoring him for his preservation work in Ponce Inlet.

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| .....            | Over \$70,000 |

## Hunt

from page A1

broker representing a Dutch-based development company, Transol U.S.A. Inc., came to Ponce Inlet to appear before the Town's Planning Commission. The mission was to present a plan that would transform 32 acres of pristine inlet property into a conglomeration of 514 condo townhomes and a shopping center. The proposal involved land that Transol had bought, a portion of which abutted the Lighthouse reservation fence, and the area where the Marine Science Center is located.

When word of the proposed development reached James Hunt, he was ready for action.

He was appalled, as were

many others, the destruction of pristine inlet property would even be considered. He immediately went to work, initiating a ground-floor effort to stop the massive project. But Transol had the upper hand.

With planned unit development on its side, Transol's proposed project would in essence encompass the entire tip of Daytona's scenic, undisturbed peninsula. Upon completion, the development would allow investors a private inlet haven unto themselves. With little opposition, and seeming support from the Ponce Inlet Planning Commission, plans for development got underway.

On Sept. 8, 1981, Gov. Bob Graham announced a program called, "Save Our Coasts" to acquire coastal land slated for development.

The following day, Mr. Hunt formed the Ponce de Leon Preservation Group. Its slogan, "Don't Condo Our Lighthouse," struck a resounding chord among thousands of concerned citizens.

As the crescendo of opposition grew stronger, Mr. Hunt delivered more than 4,000 petitions to an October 1981 Port Authority meeting. The count later grew to more than 6,000 petitions. In the meantime, Mr. Hunt had applied to the "Save Our Coasts" program for state funds to help buy the inlet property.

Throughout the ensuing weeks and months, the Planning Commission held fast to approval of the PUD plan. Undaunted, Mr. Hunt circulated another petition, this time going door to door to every registered voter in Ponce Inlet. The petition "demanded" preservation of the acreage being threatened, and the citizenry overwhelmingly supported it.

At a meeting of the Planning Commission on Feb. 24, 1982, it reversed its previous vote, thus denying the PUD plan. Contributing to that decision were flood maps that had been made public, showing nearly 90 percent of the proposed PUD land would be ineligible for federal flood insurance. Also, the Volusia County Council, after hearing Mr. Hunt express his concerns, voted to support the preservation of the inlet area.

On April 14, 1982, the Ponce Inlet Town Council voted against the PUD development.

After years of hard work and endless meetings with local, county and state officials, James Hunt's relentless quest to save the inlet finally prevailed. Lighthouse Point Park was officially opened on Nov. 14, 1986.

Today the inlet wilderness area is permanently sealed from corporate encroachment. "The 58 acres of ocean-front land (James Hunt) fought so hard to save from the bulldozers are safe and covered with picnic pavilions, dune walkovers, nature trails and an observation tower."

A dedication ceremony Feb. 18 honored Mr. Hunt. A crowd of more than 50 well-wishers and onlookers, including Mr. Hunt's mother

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1. The first step is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

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[www.ponce-inlet.org](http://www.ponce-inlet.org)

November 20, 2025

The Honorable Jeff Brower, Chair  
Volusia County Council  
123 W. Indiana Ave.  
DeLand, FL 32720

**Re: Supporting the request to rename *Lighthouse Point Park* to *James Milton Hunt Lighthouse Point Park***

Dear Chairman Brower:

On behalf of the Town of Ponce Inlet Town Council, I am writing to express our support for the proposal to rename *Lighthouse Point Park* to *James Milton Hunt Lighthouse Point Park*.

As outlined in the attached correspondence from Mr. Hunt's daughter, Jennifer Hunt Longmire, James Milton Hunt played an instrumental role in preserving the land that ultimately became Lighthouse Point Park. In the early 1980s, Mr. Hunt led the "Don't Condo Our Lighthouse" campaign and worked tirelessly with local, state, and federal leaders, including Governor Bob Graham and Senator Lawton Chiles, to protect this vital piece of coastal land from large-scale development. His vision and dedication ensured that this treasured natural area would remain accessible for public enjoyment and conservation for generations to come.

Mr. Hunt's contributions to the creation and preservation of *Lighthouse Point Park* are well documented and commemorated by a plaque already displayed at the park's pavilion. Renaming the park in his honor would be a fitting and lasting tribute to his legacy and his profound impact on both the Town of Ponce Inlet and Volusia County.

We respectfully ask the Volusia County Council to approve this renaming in recognition of James Milton Hunt's extraordinary efforts and lasting contributions to the community.

Sincerely,

Lois A. Paritsky, Mayor  
Town of Ponce Inlet

Attachment: Letter from Jennifer Hunt Longmire

CC: George Recktenwald, County Manager



Dear Mayor Paritsky,

My name is Jennifer Hunt Longmire and I live in Daytona Beach. I am writing today to request that you consider changing the name of Lighthouse Point Park in Ponce Inlet to The James Milton Hunt Lighthouse Point Park. My father, James Milton Hunt, was instrumental in saving the land for the park back in 1983. There is a plaque on the pavilion building in his honor. But I believe that all he did for Ponce Inlet and having created the park, that it should be named after him. I will give you a short synopsis of why this is so important.

My Dad, James Milton Hunt, grew up on South Atlantic Avenue in Wilbur-by-the Sea. He used to ride his bike down to the inlet to fish and play in the mangroves. It was his favorite piece of land on Earth. Back in early 1981, when he was working in Miami, he learned of the purchase of land by Transol at the end of the inlet at Ponce Inlet. He quickly went to Ponce Inlet and found out it was true. They had bought all the land and were going to put 500 condos and several mini malls on the property. He decided at that moment that the land should be saved as a park for all people and future generations to enjoy. The journey to start the "Don't Condo Our Lighthouse" campaign began. He moved to Ponce Inlet and started the project to save his favorite piece of property. For several years he went to all the meetings in Ponce Inlet and Volusia County regarding the property. He went to Washington to meet with Senator Chiles about the land. He also traveled to Tallahassee and worked with Governor Graham and his "Save our Coasts" program to acquire endangered valuable coastal lands set for development. He worked tirelessly for years to save the land. He put his heart and soul into saving the land and preserving Ponce Inlet as a town and not a city. Finally, at a meeting by the Cabinet of Florida on May 18, 1983, after much debate and an eloquent speech by Frank Bruno, it all came down to Governor Graham calling a motion and then cabinet member Smith moved that it be approved and so it was. The closing of the title occurred on June 24, 1983 and the park was opened on November 14, 1986.

It's been a year since my Dad passed away somewhat unexpectedly. I finally feel I'm in a place that I can help facilitate what needs to be done to change the name of the park to The James Milton Hunt Lighthouse Point Park. It's been hard, but when I go to the park, I know he is with me. It was his special place and he was so proud of it. He would go 3 to 4 times a week to walk it. He loved to see the people fishing and enjoying the beach and walkways, just as he had always imagined it, so many years ago.

I hope you agree with my request to rename Lighthouse Point Park to The James Milton Hunt Lighthouse Point Park to honor my Dad for everything he did to create the park and protect Ponce Inlet.

Sincerely,

Jennifer Hunt Longmire

684 Margaritaville Ave  
Daytona Beach, FL 32124  
617-816-4041  
jhlmgmire@msn.com



**Meeting Date:** 11/20/2025

**Agenda Item:** 9-B

## **Report to Town Council**

**Topic:** Purchase of vacant property at 58 South Turn Circle for future stormwater improvements.

1. Resolution 2025-17 – Supplemental appropriation from the Land Acquisition Fund.
2. Approval of contract.

**Summary:** Please see the attached staff reports and supporting documentation.

### **Suggested motion:**

1. Approval of Resolution 2025-17, authorizing the supplemental appropriation of \$350,000 from the Land Acquisition Fund reserves account to the Land Acquisition expenditure account for the purchase of vacant property at 58 South Turn Circle for future public stormwater improvements.
2. Approval of the contract to purchase vacant property at 58 South Turn Circle from BRM Property Holdings, LLC. for future public stormwater improvements.

**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: November 11, 2025

Subject: Resolution 2025-17 – Request for Supplemental Appropriation in the FY 25/26 budget from the Land Acquisition Fund for purchase of vacant property at 58 South Turn Circle for future public stormwater improvements

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**MEETING DATE:** November 20, 2025

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Staff is requesting Town Council approval of Resolution 2025-17, authorizing a supplemental appropriation from the Land Acquisition Funds' reserve account in the amount of \$350,000. This appropriation will be used to purchase vacant property at 58 South Turn Circle for future public stormwater improvements, as directed by the Town Council on October 16, 2025. This property is part of a closed drainage basin within the 500-year floodplain that experienced severe flooding during Hurricanes Ian and Milton. Acquiring the property will enable the existing stormwater drainage system to be improved. The current owner of the property has signed a contract to sell the property to the Town, subject to Town Council approval.

The purchase is proposed be paid for out of Land Acquisition Fund reserves. The Land Acquisition Fund is required to be used primarily for the acquisition, design, and construction of public facilities. While money was specifically budgeted for purchasing the abutting property at 54 South Turn Circle<sup>1</sup> this fiscal year, purchasing the subject property at 58 South Turn Circle will require the use of funds held in reserve.

At the October 2025 meeting, the Council reviewed the revenue, expenditures, and reserves for the Land Acquisition Fund in the adopted FY 25-26 budget. The Land Acquisition Fund is estimated to start FY 25/26 with \$767,718 in reserves<sup>2</sup>. After accounting for all currently budgeted revenue (including carryforwards) and expenses, the Fund is expected to have \$666,968 in reserves. Appropriating an additional \$350,000 from reserves will leave it with a balance of \$315,968, as shown in the table below.

---

<sup>1</sup> Purchased approved by the Town Council on September 18, 2025; closing scheduled on or before January 31, 2026 – TBD)

<sup>2</sup> The actual reserve amount will not become known until after the completion of the FY 24/25 audit.

|                                                            |           |                |
|------------------------------------------------------------|-----------|----------------|
| <b>FY 25/26 Estimated Reserves</b>                         | <b>\$</b> | <b>767,718</b> |
| FY 25/26 Estimated Revenues (Incl. \$157,460 carryforward) | \$        | 715,610        |
| Lease Buy-off 2 vehicles (transfer to Cap Fire Equip fund) | \$        | (40,900)       |
| Fire Truck Payment (transfer to Cap Fire Equip fund)       | \$        | (190,000)      |
| Fire station feasibility study and Bldg B. design          | \$        | (90,000)       |
| Building B const.                                          | \$        | (117,460)      |
| Beach St. pond expansion                                   | \$        | (19,000)       |
| Land Acquisition - 54 S Turn Cir                           | \$        | (360,000)      |
| Land Acquisition - 58 S Turn Cir - from reserves           | \$        | (350,000)      |
| <b>FY 26/27 Estimated Reserves</b>                         | <b>\$</b> | <b>315,968</b> |

If approved, \$350,000 will be transferred from the Land Acquisition Fund reserve account (# 302-0000-381-9000) to the Land Acquisition Fund expense account (#302-0302-519-6100).

### RECOMMENDATION

Staff recommends that the Town Council approve Resolution 2025-17, authorizing the supplemental appropriation of \$350,000 from the Land Acquisition Fund reserves account to the land acquisition expenditure account for the purchase of vacant property at 58 South Turn Circle for future public stormwater improvements.

## RESOLUTION 2025-17

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE TOWN'S BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Town of Ponce Inlet of Florida, in lawful session and in regular order of business properly presented, finds that:

**WHEREAS**, the Town Council of the Town of Ponce Inlet, Florida has adopted the annual operating budget for the fiscal year beginning October 1, 2025, specifying certain projected revenues and expenditures; and

**WHEREAS**, from time to time, circumstances and events such as natural disasters, operational changes, and unanticipated needs and opportunities, may require the original adopted budget to be revised; and

**WHEREAS**, Section 6.04 of the Charter of the Town of Ponce Inlet, Florida provides for Budget Amendments upon written request of the Town Manager, and the Town Council may by resolution approve: (a) Supplemental Appropriations, (b) Emergency Appropriations, (c) Reduction of Appropriations, and (d) Transfer of Appropriations; and

**WHEREAS**, based on a review, the Town Manager has requested amendments to the Fiscal Year 2025-2026 budget, as provided hereinafter.

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

**SECTION 1.** That the annual operating budget of the Town of Ponce Inlet as adopted for the fiscal year beginning October 1, 2025, is hereby revised and amended to provide for supplemental appropriations in the amount of \$350,000 from Land Acquisition Fund reserve account as provided in **Exhibit "A,"** attached hereto and incorporated herein by this reference. Except as amended herein, the annual operating budget for the Town of Ponce Inlet for the fiscal year beginning October 1, 2025, shall remain in full force and effect.

**SECTION 2. Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. Severability.** If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portion of this resolution.

**SECTION 4. Effective Date.** This resolution shall take effect immediately upon its adoption.

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

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

Passed this 20<sup>th</sup> day of November 2025.

Town of Ponce Inlet, Florida

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

ATTEST:

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

## Exhibit A

In accordance with Section 6.04 of the Charter of the Town of Ponce Inlet, it is recommended that the following accounts in the Town budget be increased by the amounts set forth herein for the purpose described.

| Account Number                               | Account Title          |                       |                   |
|----------------------------------------------|------------------------|-----------------------|-------------------|
| <b>Revenues/Sources: increase/(decrease)</b> |                        |                       |                   |
| <b>LAND ACQUISITION FUND</b>                 |                        |                       |                   |
| 302-0000-381-9000                            | TRANSFER FROM RESERVES | \$                    | 350,000           |
|                                              |                        | <b>Total Revenues</b> | <b>\$ 350,000</b> |
| <b>Expenditures: increase/(decrease)</b>     |                        |                       |                   |
| <b>LAND ACQUISITION FUND</b>                 |                        |                       |                   |
| 302-0302-519-6100                            | LAND ACQUISITION       | \$                    | 350,000           |
|                                              |                        | <b>Total Expenses</b> | <b>\$ 350,000</b> |





## 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: November 10, 2025

Subject: Approval of contract to purchase vacant property at 58 South Turn Circle for future public stormwater improvements

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**MEETING DATE:** November 20, 2025

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At its October 16, 2025 meeting, the Town Council authorized Staff to begin proceedings to purchase an undeveloped residential lot at 58 South Turn Circle for public purposes. The subject property is located immediately between the Town's stormwater retention pond on the south side of Inlet Point Boulevard and another property at 54 South Turn Circle the Council had previously authorized for purchase in September. The property at 58 South Turn Circle has also recently become available, and the owner is willing to sell to the Town. The property's physical connection to the Inlet Point pond and the abutting property at 54 South Circle will allow them to be combined to significantly increase the stormwater retention capacity for this area.

The subject property is 11,340 s.f. in size, measuring 108' x 105', and is within the stormwater management system service area stretching from Bay Harbour Drive to Beach Street. This area experienced heavy flooding during Hurricanes Ian and Milton, due in part to its location within the 500-year floodplain inside of a closed drainage basin. In the short term, acquiring the property will ensure that it is not developed, thus preserving its natural drainage function. Long term, the property will be used to help improve the capacity of the stormwater management system. Purchasing the property aligns with the Town's resiliency goals and plans prepared to date.

Following Council direction, staff had the property surveyed. An appraisal was not conducted given the substantial similarity in size, condition, and location to the abutting property at 54 South Turn Circle. The Town prepared a Letter of Intent to purchase, which was accepted by the owner, BRM Property Holdings, LLC. 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 (same as for 54 South Turn Circle)                   |
| Down Payment:   | \$0                                                            |
| Effective Date: | Date of approval by the Town Council and execution by the Town |
| Closing Date:   | On or before January 31, 2026, exact date TBD                  |

Funds for the purchase are available now in the Land Acquisition Fund reserves, subject to Council approval of a supplemental appropriation for that amount.

**Recommendation**

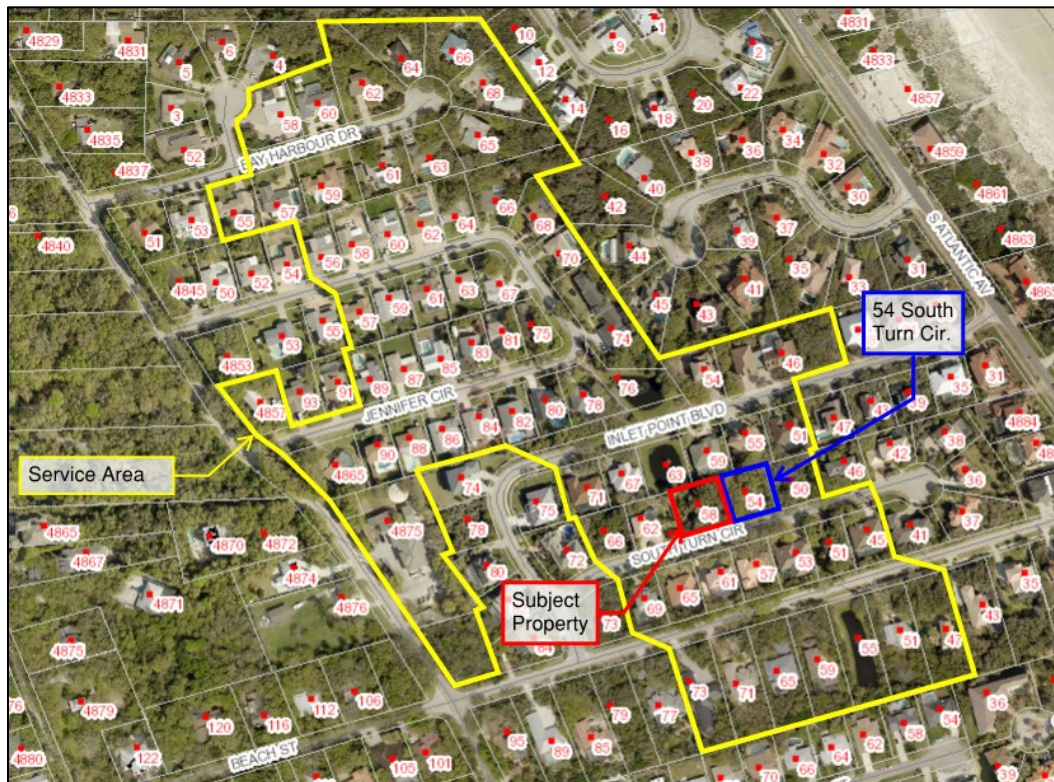
Staff recommends **approval** of the contract to purchase vacant property at 58 South Turn Circle from BRM Property Holdings, LLC for future public stormwater improvements.

Attachments

1. Stormwater service area
2. Flood Risk Map
3. Boundary survey
4. Letter of Intent
5. Purchase contract

## ATTACHMENT 1

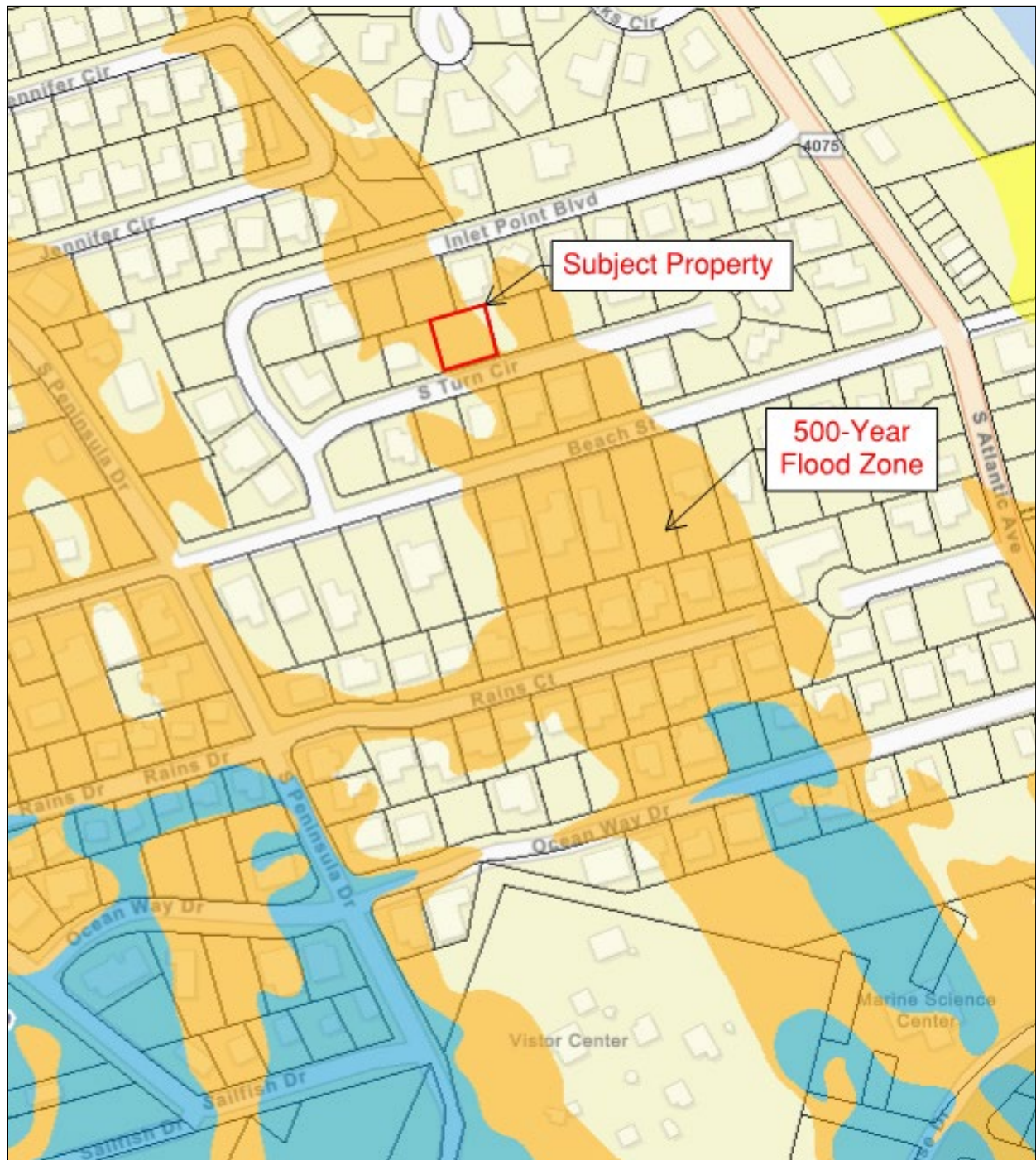
### 54 Southturn Circle with Stormwater Service Area



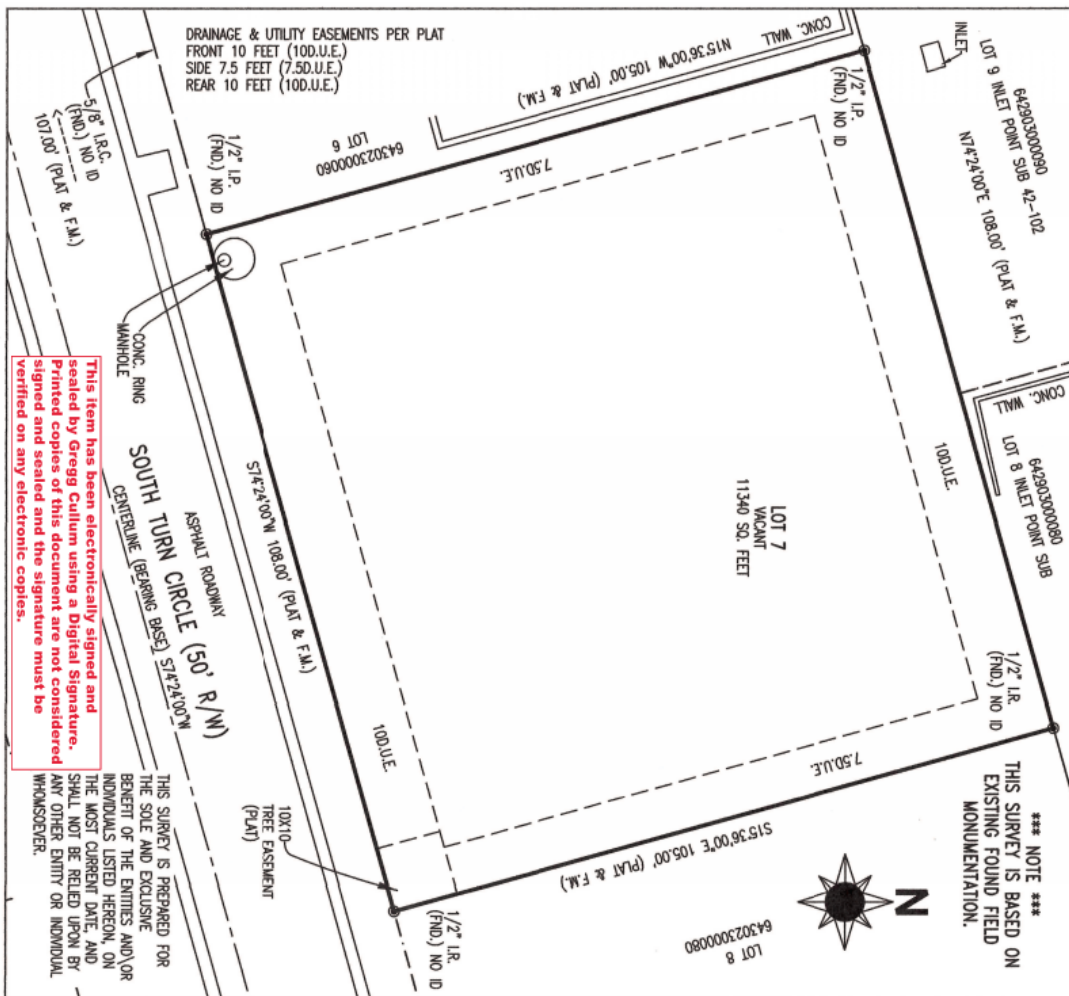


## ATTACHMENT 2

### Flood Risk Map




## ATTACHMENT 3



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ELEVATIONS REFER TO<br>MINIMUM F.F.E. =<br>ROAD DOME X<br>COUNTY 120312<br>(PER 121270533J 09-29-17)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | REVISIONS<br>(REQUIREMENTS)                                                                                                                                                                                                                                                                                                                                  |  |
| GENERAL NOTES:<br>1. DATE OF FIELD SURVEY: 11-06-2025<br>2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.<br>3. THIS SURVEY IS BASED ON EXISTING FIELD MONUMENTATION.<br>4. NO UNDERGROUND FOUNDATIONS WERE LOCATED.<br>5. NO UNDERGROUND UTILITIES WERE LOCATED EXCEPT AS SHOWN.<br>6. BEARINGS REFERENCED TO THE CENTERLINE OF SOUTH TURN ORACLE, BEING 57°24'00"W.<br>7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.<br>8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ADJUNCT, THESE WATER, ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN THAT COULD AFFECT THIS PROPERTY THAT WARE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.<br>9. LEGAL DESCRIPTION FURNISHED BY CLIENT. |  | LEGAL DESCRIPTION (AS FURNISHED):<br>S&R.N.: SOUTH TURN SUBDIVISION<br>PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.<br>VOLUSIA COUNTY, FLORIDA                                                                                                                                                                                                                 |  |
| LOT NUMBER(S): 7<br>PACE(S): 34<br>ADDRESS: 38 SOUTH TURN CIR, PONCE INLET, 32717                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | LEGEND / ABBREVIATIONS:<br>F.F.O.I.: FLOOD DEPARTMENT OF TRANSPORTATION<br>BASE: EXISTENT<br>F.F.E.: FINISHED FLOOR ELEVATION<br>F.M.: FIELD MEASURED<br>F.O.D.: FLOOD<br>F.P.L.: FLOOD POWER & LIGHT<br>I.P.: IRON PIPE<br>I.R. ROD: IRON ROD<br>M.P. BOX: METAL & DISC<br>N.O. BOLL: NON-BOLL<br>OFFICIAL RECORDS BOOK S/W<br>PERMANENT CONTROL POINT T.P. |  |
| MATERIALS:<br>ASPHALT<br>ALUMINUM SHEET<br>AIR CONDITIONER<br>A/V<br>AERIAL UTILITIES<br>B.O.G.: BUILDING<br>B.O.L.: BOLLARD<br>C.A.C.: CROWN LINK FENCE<br>C.M.: CONCRETE MOUNTING<br>C.O.P.: CORRUGATED METAL PIPE<br>CONC. CONCRETE<br>DECK. DECKING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | F.F.O.I.: FLOOD DEPARTMENT OF TRANSPORTATION<br>BASE: EXISTENT<br>F.F.E.: FINISHED FLOOR ELEVATION<br>F.M.: FIELD MEASURED<br>F.O.D.: FLOOD<br>F.P.L.: FLOOD POWER & LIGHT<br>I.P.: IRON PIPE<br>I.R. ROD: IRON ROD<br>M.P. BOX: METAL & DISC<br>N.O. BOLL: NON-BOLL<br>OFFICIAL RECORDS BOOK S/W<br>PERMANENT CONTROL POINT T.P.                            |  |
| BOUNDARY SURVEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| SURVEYOR'S CERTIFICATION:<br>I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5417, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| JOB # 2025-070                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| DATE: 11-06-2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| SCALE: 1" = 20'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| DRAWN BY: GSC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| CHECKED BY: GSC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| FIELD BOOK/PAGE: LOOSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                              |  |
| SHEET 1 OF 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                              |  |

PREPARED FOR:  
THE TOWN OF PONCE INLET

NOT VALID UNLESS SIGNED BY A PROFESSIONAL SURVEYOR AND MAPPER AND SEALED WITH AN EMBOSSED SEAL



**CULLUM LAND SURVEYING INC.**  
 GREGG S. CULLUM  
 PROFESSIONAL SURVEYOR & MAPPER #5095  
 LICENSED BUSINESS #7129  
 5889 S. WILLIAMSON BLVD.  
 SUITE 205  
 PORT ORANGE, FLORIDA 32128  
 386-761-7666  
 (FAX) 386-761-7909





## Town of Ponce Inlet

4300 South Atlantic Avenue  
Ponce Inlet, Florida 32127  
Phone: (386) 236-2150  
Fax: (386) 322-6717  
[www.ponce-inlet.org](http://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 BRM Property Holdings, LLC ("Owner").

- (1) **GENERAL INTENT.** It is hereby the intent of Ponce Inlet to purchase that property identified by Tax Parcel Identification Number 6430-23-00-0070 (Alt. Key No. 5315568) located at 58 South Turn Circle, Ponce Inlet Florida, 32127 in Volusia County, Florida, ("Property") for the public purpose of constructing a public stormwater retention facility. 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 7 SOUTH TURN SUB MB 44 PG 34 PER OR 4487 PG 4920 PER OR 6358 PG 0150 PER OR 7408 PGS 1331-1332 PER OR 7954 PG 3126 PER OR 8275 PGS 2769 THRU 2771 INC.
- (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, if any. 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 Manager will use his best efforts to submit a purchase and sale agreement to the Ponce Inlet Town Council on or before November 20, 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.

**BRM PROPERTY HOLDINGS, LLC  
(OWNER)**



Print: Meg Mosher

Title: Vice President

Date: 10/20/2025


**TOWN OF PONCE INLET**



Michael E. Disher, Town Manager

Date: 10/21/25

Approved as to form and legality as to  
the Town of Ponce Inlet only.



Cliff Shepard, Town Attorney



# ATTACHMENT 5

## Vacant Land Contract

### 1. Sale and Purchase ("Contract"): BRM Property Holdings, LLC

("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: 58 South Turn Circle, Ponce Inlet, Florida 32127

Legal Description:

Tax Parcel Identification Number 6430-23-00-0070 (Alt. Key No. 5315568)

LOT 7 SOUTH TURN SUB MB 44 PG 34 PER OR 4487 PG 4920 PER OR

6358 PG 0150 PER OR 7408 PGS 1331-1332 PER OR 7954 PG 3126 P

ER OR 8275 PGS 2769 THRU 2771 INC

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 \_\_\_\_\_ days (3 days if left blank)

after Effective Date ..... \$ \_\_\_\_\_

#### (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 ..... \$ 350,000.00

(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 December 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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller BRM acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14xxxx Rev 3/25

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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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (MDM) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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 60 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.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller MM acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- (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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller MDAL acknowledge receipt of a copy of this page, which is 4 of 8 pages.



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.

- 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.

Buyer ( ) ( ) and Seller MM acknowledge receipt of a copy of this page, which is 6 of 8 pages.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

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

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

**23. Additional Terms:** \_\_\_\_\_

**Town Manager may extend closing date up to 30 days on behalf of Town.**

**\* Closing is anticipated to be scheduled for a business day (M-F & non federal or local holiday) on or before January 31, 2026**

**COUNTER-OFFER/REJECTION**

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

**[The remainder of this page is intentionally left blank.]**

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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller  acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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

***BRM Property Holdings, LLC***

**Seller:** Meg Mosher, VP **Date:** 11-10-2025

**Print name:** Meg Mosher, Vice President

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Seller's address for purpose of notice:**

**Address:** 1950 Laurel Manor Drive, Suite 130, The Villages, Florida 32162

**Phone:** 352-216-1783 **Fax:** \_\_\_\_\_ **Email:** mmosher@circlem.org

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**Meeting Date:** 11/20/2025

**Agenda Item:** 12-A

## **Report to Town Council**

**Topic:** First reading of Ordinance No. 2025-08 – Amendment to the Land Use and Development Code (LUDC) Section 3.20 – Farmer’s Market.

**Summary:** The proposed ordinance has been drafted in response to the need for a clear and comprehensive definition of “Farmer’s Markets” as cited in Article 3, Section 3.20.1.A. of the Land Use and Development Code (LUDC). The proposed amendment also removes the word “minor” from Section 3.20.1.B. The Planning Board recommended unanimous approval of the amendments at its October 28, 2025 meeting. Please see the attached report for more information.

**Suggested motion:** Approval of proposed Ordinance 2025-08, amending LUDC Section 3.20 – Farmer’s Market, and incorporating the revisions recommended by the Planning Board, upon first reading.

**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 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: November 7, 2025

Subject: Ordinance 2025-08 - Amendment to LUDC Section 3.20 - Farmer's Markets

---

**MEETING DATE:** November 20, 2025

---

#### 1 INTRODUCTION

2 This proposed amendment has been drafted in response to the need for a clear and comprehensive  
3 definition of "Farmer's Markets" in Article 3, Section 3.20.1.A. of the Land Use and Development  
4 Code (LUDC). The amendment also removes the word "minor" from Section 3.20.1.B.  
5

#### 6 AUTHORITY AND PROCESS

7 Pursuant to the LUDC Section 6.2.2.A, the Planning Board, "...serves as the local planning agency  
8 in accordance with the Community Planning Act (2011) F.S. § 163.3161 et. Seq." Pursuant to  
9 LUDC Section 6.2.2.D. "As the local planning agency, [the Board shall] ... review proposed land  
10 development regulations, determine their consistency with the comprehensive plan, and make  
11 recommendations to the town council as to whether the regulations should be adopted." Pursuant  
12 to LUDC Section 6.6.2., the Town Council shall hold a public hearing and approve, approve with  
13 conditions, postpone, or deny the proposed text amendment. If approved on 1<sup>st</sup> reading at a public  
14 hearing, the amendment will then be scheduled for a 2<sup>nd</sup> reading at a public hearing for adoption.  
15

#### 16 DISCUSSION

17 The regulations for Farmer's Markets govern the operational and site design standards for such  
18 markets. The current Farmer's Market definition reads as follows:  
19

20 "The temporary or occasional outdoor retail sale of farm produce or seafood from  
21 vehicles or temporary stands, typically located within a parking lot or an approved  
22 location in the public right-of-way closed to vehicular traffic for that purpose."  
23



This definition does not capture the full range of activities traditionally associated with Farmer’s Markets. Staff utilized *A Planner’s Dictionary* (American Planning Association, 2004) which provides definitions from planners working at the local, county and state level across the United States. Drawing from these sources and additional research on Farmer’s Markets in Florida, staff has drafted the following revised definition to provide greater clarity and comprehensiveness for Section 3.20.1.A.

“An occasional or periodic market held in an open area, typically a parking lot or other approved location closed to vehicular traffic for that purpose. Individual sellers may offer items such as fresh produce and fruit, plants and flowers, artisan and handcrafted goods, prepared food, specialty food, on-site prepared food and beverages for sale. All sales occur from temporary stands or vehicles on-site.”

The other proposed change is to Section 3.20.1.B., which removes the word “minor” from the permitting language. Farmer’s Markets are allowed by right in the Planned Waterfront District, may be permitted as a minor special exception in the B-1, B-2, and PUD zoning districts, and as a major special exception in the Public/Institutional zoning district. The allowable zoning districts for Farmer’s Markets are listed in Section 2.40 – Table of Permitted Uses in the LUDC.

The Planning Board reviewed the proposed amendments at its meeting on October 28, 2025. After thorough review and discussion, the Board asked that the definition also include the following: “A Farmer’s Market must have at least 40% of the space reserved for fresh produce and fruit, plants and flowers, other farm products, and artisan baked goods.” The Board voted 5-0 to forward the revised amendment to the Town Council with a recommendation of approval. The updated definition is now included in Ordinance 2025-08.

### **Comprehensive Plan**

Staff reviewed the policies of the Comprehensive Plan and found that the proposed ordinance maintains consistency with the Town’s vision and objectives.

### **Recommendation**

Staff recommends approval of Ordinance 2025-08, amending LUDC Section 3.20 – Farmer’s Market, and incorporating the revisions recommended by the Planning Board.



---

Patty Rippey, Principal Planner

November 7, 2025

Date

**ORDINANCE NO. 2025-08**

**AN ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING THE LAND USE AND DEVELOPMENT CODE, ARTICLE 3 USE REGULATIONS, SECTION 3.20 FARMER'S MARKETS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Land Use and Development Code, Article 3, Use Regulations, Section 3.20 Farmer's Markets provides a definition for Farmer's Market; and

**WHEREAS**, the current definition does not capture the full range of activities traditionally associated with Farmer's Markets; and

**WHEREAS**, the Town desires to amend Article 3, Use Regulations, Section 3.20.1.A. of the Land Use and Development Code to provide an updated definition of Farmer's Markets for clarity and comprehensiveness; and

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

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

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

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

**NOTE:** Underlined words constitute additions to the Town of Ponce Inlet Land Use Development Code (LUDC) as amended by Ordinance 2025-08, ~~strike through~~ constitutes deletions, and asterisks (\*\*\*) indicate an omission from the existing text of said LUDC as amended which is intended to remain unchanged.

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

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

**SECTION 2. Incorporation of Amendments.** The proposed amendments to **Article 3, Section 3.20** of the Land Use and Development Code are attached to this ordinance as Exhibit "A" and are hereby incorporated into the text of this ordinance as though fully set forth herein verbatim as amendments to the Land Use and Development Code.

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

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

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

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

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ 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           | _____ |
| Councilmember Milano, Seat #2     | _____ |
| Councilmember White, Seat #3      | _____ |
| Councilmember Villanella, Seat #4 | _____ |
| Vice-Mayor Smith, Seat #5         | _____ |

Approved on first reading this \_\_\_\_ day of \_\_\_\_\_ 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         | _____ |

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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

## Exhibit A

### Article 3 – USE REGULATIONS

1 \* \* \*

2  
3 SECTION 3.20. FARMER'S MARKETS

4 **3.20.1 Applicability.**

5 A. *Definition.* ~~The temporary or occasional outdoor retail sale of farm produce or~~  
6 ~~seafood from vehicles or temporary stands, typically located within a parking lot or an~~  
7 ~~approved location in the public right of way closed to vehicular traffic for that purpose.~~ An  
8 occasional or periodic market held in an open area, typically a parking lot or other approved  
9 location closed to vehicular traffic for that purpose. Individual sellers may offer items such  
10 as fresh produce and fruit, plants and flowers, artisan and handcrafted goods, prepared food,  
11 specialty food, on-site prepared food and beverages for sale. All sales occur from temporary  
12 stands or vehicles on-site. A Farmer's Market must have at least 40% of spaces reserved for  
13 fresh produce and fruit, plants and flowers, other farm products and artisan baked goods.

14  
15 B. *How permitted.* See section 2.40, Table 2-5 (Table of Permitted Uses). Farmers markets are allowed  
16 as a ~~minor~~ special exception use if the following requirements and standards are in addition to any  
17 generally applicable standards:

18 \* \* \*





**Meeting Date:** 11/20/2025

**Agenda Item:** 14-A

## **Report to Town Council**

**Topic:** Approval of Task Assignment with Raftelis Financial Consultants, Inc. for the Stormwater Utility Fee Implementation (Phase 2).

**Summary:** Staff is requesting approval of a task assignment with Raftelis Financial Consultants, Inc. for the implementation of the stormwater utility fee. At a special Town Council meeting held on June 25, 2025, Raftelis presented the results of the feasibility study for the stormwater utility fee, and the Town Council gave its consensus to include the proposed Phase 2 implementation plan in the FY 25/26 budget. Please see the attached report and supporting documentation for more information.

**Suggested motion:** Approval of the Task Assignment with Raftelis Financial Consultants, Inc. for the Stormwater Utility Fee Implementation (Phase 2), and selection of the Non-Ad Valorem Special Assessment billing method.

**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: November 12, 2025  
Subject: Approval of Task Assignment with Raftelis Financial Consultants, Inc. for the Stormwater Utility Fee Implementation (Phase 2)

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**MEETING DATE:** November 20, 2025

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#### Introduction

Staff is requesting approval of a task assignment with Raftelis Financial Consultants, Inc. for implementation of the stormwater utility fee. Raftelis is under a continuing services contract with the Town, and has previously provided valuable analyses on the Town's water utility rates (2023) and the feasibility study for the stormwater utility fee (2025). Raftelis presented the results of the feasibility study at a special Town Council meeting on June 25, 2025, including rate structures, regulatory requirements, revenue needs, cost projections, potential fee rates, and billing options. Following the presentation, the Council gave its consensus to include the proposed Phase 2 stormwater utility implementation plan in the FY 25/26 budget. The presentation from Raftelis and minutes from the June 25, 2025 meeting are both attached for reference.

#### Overview

The scope of services for Phase 2 is to implement the stormwater utility fee for the Town. The scope builds upon the work in Phase 1 to include the following six tasks:

1. Data Development and Units of Service Finalization:  
Raftelis will validate and refine impervious area measurements for residential and non-residential properties to finalize the Equivalent Residential Unit (ERU) and ensure accurate billing data.
2. Final Rate Calculation:  
Using verified data and revenue requirements, Raftelis will finalize rate recommendations and develop a customizable Excel-based model to calculate stormwater rates and project cash flow in the future.
3. Credit Program Development:  
Raftelis will design a system allowing customers to reduce stormwater fees through credits

for privately owned and maintained roads and drainage systems, along with other incentivized stormwater management practices.

4. Stormwater Utility Ordinance Development:

Raftelis will assist Town attorneys in drafting an ordinance to establish the stormwater utility, enterprise fund, rate structure, credit program, and billing policies.

5. Public Outreach:

Raftelis will support Town staff in conducting public meetings and council presentations to explain the stormwater fee, ordinance, rates, and implementation details.

6. Billing:

Raftelis will set up the stormwater utility fee billing mechanism using one of the two options authorized by statute selected by the Town.

Option 1 – Utility Billing Support: If the Town selects the monthly utility billing option, Raftelis will help integrate the stormwater utility fee into the Town's existing water and sewer billing systems.

Option 2 – NAVSA Billing Support: If the Town selects the Non-Ad Valorem Special Assessment billing option, Raftelis will guide the Town through process to include the stormwater fee on annual tax bills, and preparing required resolutions, notices, and assessment rolls.

## **Billing**

At the June 25, 2025 special meeting, Council members discussed the pros and cons of the two billing methods. With the utility billing method, the annual fee is broken out over 12 billing periods with a customer's monthly utility bill. For owners of undeveloped property that do not currently have a Town utility account, a special stormwater-only account will need to be created. This method typically comes with a significant ongoing staff administration cost and is less effective in recouping delinquent payments. With the annual billing method, the advantage is that its administration, including collection, disbursement, and recovery of delinquent payments, is handled entirely by the Volusia Property Appraiser and Tax Collector's office through the taxing system, and is therefore more effective. The disadvantage for customers is that the annual bill is paid all at once with their taxes rather than in monthly payments.

At the June 25, 2025 special meeting, members of the Council and public spoke generally in favor of the NAVSA billing method, but the Council did not vote specifically on this issue. If Council does determine to proceed with the NAVSA billing method, it should make this determination now given the statutory requirement to adopt of Resolution of Intent prior to January 1<sup>st</sup>.

This past July, Staff conducted an informal survey of city finance directors in Volusia County. The majority prefer the annual NAVA collection method for its simplicity. The City of Edgewater is exploring a transition from the monthly utility billing method to NAVA. The results of the survey are attached for reference.

## **Fiscal Impact**

The cost for Phase 2 varies according to which billing option is chosen: \$48,486 for Option 1, and \$45,966 for Option 2. Sufficient funds for either option are budgeted and available under Public Works Professional Services, Stormwater (# 001-0039-538-3100).

**Recommendation**

Staff recommends approval of the Task Assignment with Raftelis Financial Consultants, Inc. for the Stormwater Utility Fee Implementation (Phase 2), AND recommends the Council select the Non-Ad Valorem Special Assessment billing method (Option 2).

Attachments

1. Proposed Scope of Services
2. June 25, 2025 presentation
3. June 25, 2025 meeting minutes
4. Research of city billing methods



October 24, 2025

Mr. Michael E. Disher, AICP  
Town Manager  
Town of Ponce Inlet  
4300 South Atlantic Avenue  
Ponce Inlet, FL 32127

**Subject: Tasks and Pricing for the Town of Ponce Inlet, Florida Stormwater Utility Implementation**

Dear Mr. Disher:

Raftelis has been pleased to work with the Town of Ponce Inlet (Town) this year to complete an updated Stormwater Utility Feasibility Study. This study was used to determine the current estimated revenue required by the Town's stormwater program, estimate impervious area-based units of service in the Town's service area, and develop preliminary stormwater utility rates. This information was compiled into a report, which summarized our financial analyses and estimated rates, and was presented to the Ponce Inlet Town Council on June 25, 2025. It is our understanding that the Town Council now wishes to complete the second phase of this project, the implementation of the stormwater utility. This phase will include refinement of the impervious area data, finalization of the rate in the financial model, credit program development, public and Town official outreach, and support billing of the stormwater fee. The Town has not decided if they will bill the stormwater fee on existing water and sewer utility bills or if they will bill via non ad-valorem special assessment. Therefore, Raftelis has included two optional tasks for billing support, so that the Town can select the option that they prefer.

To implement the Stormwater Utility, Raftelis recommends performing the following tasks:

1. **Data Development and Units of Service Finalization** – this task will build upon the estimated Units of Service developed during Phase 1 of this project. While Volusia County does provide some estimated impervious area data in tabular format, Raftelis recommends this effort be validated through spatial impervious area measurements to ensure accuracy in billing. For single-family residential (SFR) properties, impervious area on a statistically significant sample of SFR properties is measured to finalize the the Equivalent Residential Unit (ERU). The impervious area on developed non single-family residential (NSFR) properties, including commercial, industrial, institutional and multi-family, will be also be measured.
2. **Final Rate Calculation** – Using the data developed in Task 1, Raftelis will finalize the estimated rate developed in Phase 1 of this project. Raftelis will build an open-source Microsoft Excel-based financial model that will include a tabular accounting method using revenue requirements provided by the Town and developed in Phase 1 and impervious area-based units of service data developed in Task 1. The model will include rate calculation and a pro forma cash flow. The Town will be able to use the model to update revenue requirements and cash flow projections as the stormwater program evolves. Users of this tool will be able to edit inputs and assumptions, in addition to revenue requirements, to impact rates and down-stream analyses. We have developed similar stormwater utility rate model tools for many agencies.



Raftelis will provide training and, if desired, develop a user manual to assist the Town in using the model. With these supporting tools, Town staff should be able to use the model independently into the future.

3. **Credit Program Development** – this includes the development of a mechanism by which customers can reduce their stormwater utility fee. The 2007 Preliminary Engineering Study includes an evaluation of a credit for Private Roads where credits might be offered for private maintenance of private road drainage, and for stormwater retention/detention treatment areas that are privately owned and maintained. Two additional credit types may be evaluated and implemented, with credits that allow the Town to incentivize stormwater management in a way that helps the Town meet its stormwater program requirements.
4. **Stormwater Utility Ordinance Development** – this includes working with Town attorneys to establish the Stormwater Utility, the Stormwater Enterprise fund and to codify the rate structure, credit program and the billing mechanism and associated billing policies.
5. **Public Outreach** –Raftelis staff will collaborate with Town Staff to conduct up to two (2) public outreach events to provide information on the stormwater fee implementation project and provide details on the stormwater fee ordinance, rate components, credit program and other program items. All presentation materials for these outreach events will be prepared and provided by the project team. Additionally, the project team will plan on attending two (2) Town Council meetings to support Town Staff in explaining the stormwater utility fee, related ordinance, policies, and implementation efforts.
6. **Option 1: Utility Billing Support** - this includes tasks related to billing of the stormwater fee on the current Town water and sewer bill, such as matching parcel based impervious area measurements to utility accounts or creation of stormwater only accounts where existing utility accounts may not currently exist, formatting of billing data to match utility billing requirements, and loading of the stormwater billing data into the existing billing database.  
**OR Option 2: NAVSA Billing Support** - Working closely with Town staff and the Volusia County tax collector's office, we will guide the Town through the Non-ad Valorem Special Assessment process in order to meet the current schedule of billing on the annual tax bill in November of 2026. Raftelis will assist with producing the language for the Resolution of Intent prior to January 1, 2026 and presenting the resolution to Town Council for adoption. Raftelis can draft the Public Notice letters and/or the stormwater utility portion of the Truth in Millage (TRIM) Notice File in August 2026 and the Certified Assessment Roll prior to the September 15, 2026 deadline. The assessment will be based upon the rate model developed under Task 2, which will link benefits received to the fee charged in accordance with rules and regulations of the Florida Department of Revenue and Florida statutes.

## Project Team

For this engagement, the Raftelis team will include myself as Project Director, Christina Conchilla as Project Manager with Joe Williams and Mike Rocca as a Subject Matter Experts. The team will also include staff consultants to perform various tasks.

## Budget and Timeline

Raftelis estimates that these Tasks can be performed on a lump sum basis for a fee of \$48,486 should Option 1 of Task 6 be selected or \$45,966 should Option 2 of Task 6 be selected. The fee breakdown is shown in the table below. It is our practice to bill monthly. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received. If

additional modifications are required beyond those identified or related to those listed in the Scope of Work, we can develop additional budget and scope or provide the services based on hourly rates provided in our current executed Task Order.

Should you have any questions or concerns regarding the information provided above, please direct them to me at [jtavantzis@raftelis.com](mailto:jtavantzis@raftelis.com) or at 919.475.5257.

Sincerely,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**



Jennifer Tavantzis  
Vice President

Town of Ponce Inlet, Florida accepts the terms of this engagement letter:

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

Optional Task Selection: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Title: \_\_\_\_\_

## Stormwater Utility Implementation Fee Task Breakdown

|                                                       | Web Meetings | In-person Meetings | Hours                                 |                     |            |              |                |             |       | Total Fees and Expenses |
|-------------------------------------------------------|--------------|--------------------|---------------------------------------|---------------------|------------|--------------|----------------|-------------|-------|-------------------------|
|                                                       |              |                    | JT                                    | CC                  | MR         | JW           | NM             | RG          | Total |                         |
| 1. Data Development and Units of Service Finalization | 1            | 0                  | 2                                     | 4                   | 0          | 0            | 8              | 75          | 87    | \$12,055                |
| 2. Final Rate Calculation                             | 1            | 0                  | 4                                     | 4                   | 2          | 2            | 12             | 0           | 20    | \$4,800                 |
| 3. Credit Program Development                         | 1            | 0                  | 2                                     | 10                  | 2          | 2            | 16             | 0           | 30    | \$6,340                 |
| 4. Stormwater Utility Ordinance Development           | 1            | 0                  | 4                                     | 6                   | 0          | 0            | 12             | 0           | 18    | \$4,260                 |
| 5. Public Outreach                                    | 0            | 4                  | 2                                     | 6                   | 8          | 24           | 8              | 0           | 46    | \$11,511                |
| 6. Option 1: Utility Billing Support                  | 1            | 0                  | 4                                     | 12                  | 0          | 4            | 30             | 0           | 46    | \$9,520                 |
| 6. Option 2: NAVSA Billing Support                    | 1            | 0                  | 4                                     | 8                   | 0          | 4            | 20             | 0           | 32    | \$7,000                 |
| Total Meetings / Hours                                | 6            | 4                  | 22                                    | 50                  | 12         | 36           | 106            | 75          | 279   |                         |
| Hourly Billing Rate                                   |              |                    | \$240                                 | \$220               | \$240      | \$240        | \$150          | \$115       |       |                         |
| Total Professional Fees                               |              |                    | \$5,280                               | \$11,000            | \$2,880    | \$8,640      | \$15,900       | \$8,625     |       |                         |
|                                                       |              |                    | Total Fees and Expenses Option 1      |                     |            |              |                |             |       | \$48,486                |
|                                                       |              |                    | Total Fees and Expenses with Option 2 |                     |            |              |                |             |       | \$45,966                |
| Project Team                                          |              |                    | Jennifer Tavantzis                    | Christina Conchilla | Mike Rocca | Joe Williams | Norah McKinley | Rob Garrett |       |                         |

## ATTACHMENT 2



1


## What is a Stormwater Utility?

**Town wants to establish a new enterprise fund that provides a stable, dedicated, equitable source of funding for:**

- Meeting State and Federal stormwater regulatory requirements
- Operation and maintenance of the stormwater system
- Improving water quality
- Reducing flooding
- Repairing and replacing aging infrastructure

2

2



## Impervious Area Rate Structure

- Impervious Area (IA) is industry standard
- ~72% of utilities in Florida use IA based rate structure
- Rational Nexus

3



## Impervious Area Defined

- Hard surfaces that don't allow infiltration of stormwater into the ground. Examples include:
  - Rooftops
  - Driveways
  - Patios
  - Private Sidewalks
  - Parking Lots
  - Compacted gravel
- Excluded: swimming pool water, open graded aggregate and landscaping gravel

4



## Customer Classes

- Developed properties were placed into one of the following customer categories based upon Volusia County Property Appraiser Data:
  - Single-family residential (SFR)
  - Multi-family residential (MFR) – condominiums
  - Single-family attached (SFA) – townhomes
  - Non-single family residential (NSFR) - commercial, institutional and industrial properties

5

## Single Family Residences (SFRs)

- Volusia County Tax Parcel Data
- Single dwelling unit on individually owned lot
- ~1,200 SFR properties
- Raftelis randomly sampled 400 SFR properties and got IA data



6

## Equivalent Residential Unit (ERU)



- Billing unit for IA based rate structures



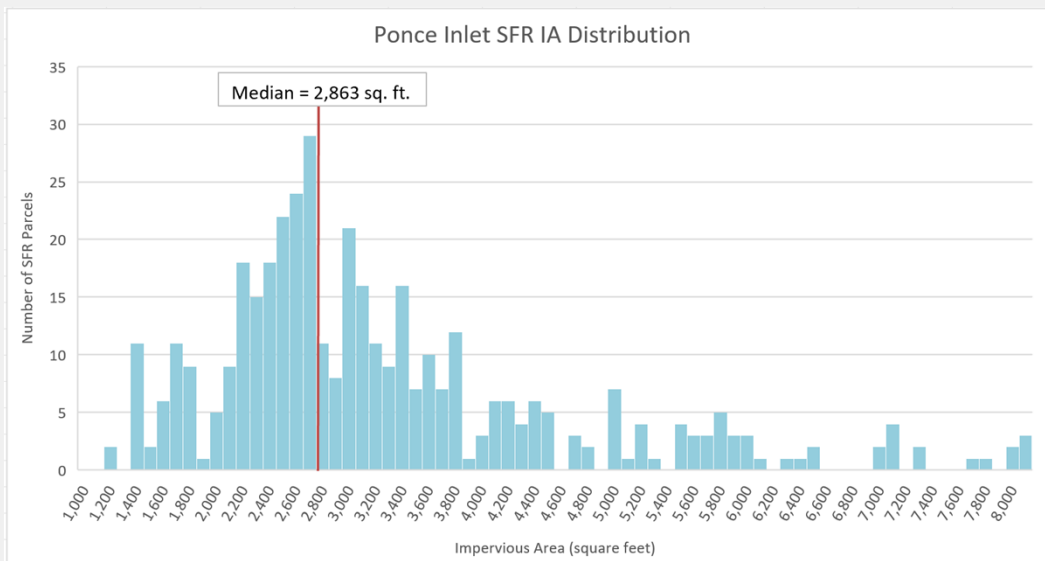
- Community specific



- Median IA on Single-family residential (SFR) properties

7

## SFR Impervious Area Distribution



8

8

## SFR Rate Structure

- Impervious Area characteristics are fairly similar within service area
- Flat Rate – 1 ERU for feasibility analysis OR
- Tiering – could consider placing SFRs into one of three tiers – high, medium, low during implementation phase:
  - Can improve equity in this class
  - Can increase administrative burden

9

## Impervious Area/Units of Service Estimation Process

- Volusia County Property Appraiser Computer Assisted Mass Appraisal (CAMA) data – tabular impervious area data – good for estimation, not accurate enough for billing
- Condos – additional CAMA data computations required



10

## Other Proposed Rate Structures

- SFA – Single family attached or Townhomes – single residence on single lot but ALSO a shared common area space/parcel. IA from common area should be equally allocated amongst dwelling unit parcels
  - Flat rate – 1 ERU per residence OR could develop class wide average ERU during implementation phase
- NSFR – Non-single family residential – multi-family (MFR), commercial, industrial, institutional
  - Total IA divided by ERU value to calculate billable ERUs
  - For multi-family total ERUs may be further allocated amongst dwelling units

11

## Estimated Units of Service

| Customer Class     | Sum of ERUs  | Sum of Estimated IA | Count of PARID |
|--------------------|--------------|---------------------|----------------|
| NSFR               | 109          | 256,105             | 49             |
| SFR                | 1,219        |                     | 1,219          |
| MFR                | 403          | 1,115,734           | 2,025          |
| SFA                | 12           |                     | 13             |
| <b>Grand Total</b> | <b>1,743</b> | <b>1,371,839</b>    | <b>3,306</b>   |

12

# Revenue Requirements and Rates



13

13

## What can a Stormwater Utility *fund*?

- Regulatory requirements
- Operations & Maintenance (O&M) of Stormwater System
- Capital Improvement Projects – depending on funding level
- Reserves



14

14



## What will the Stormwater Utility fund? Regulatory Requirements

### National Pollution Discharge Elimination System (NPDES) – Municipal Separate Storm Sewer System (MS4) Permit

- Driver for much of the City's stormwater program and revenue needs.
  - Unfunded federal mandate
  - Annual Reporting
  - Compliance required and audited
  - Cycle V Forthcoming with New Additional Requirements

#### MS4 Permit Requires Implementation, Tracking and Reporting on all 6 Minimum Control Measures

1) Public Education and Outreach

2) Public Involvement and Participation

3) Illicit Discharge Detection and Elimination (IDDE)

4) Construction Site Runoff Controls

5) Post-Construction Stormwater Management

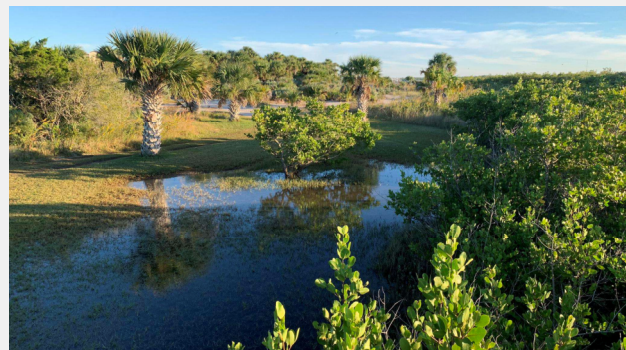
6) Pollution Prevention and Good Housekeeping for Municipal Facilities

15

15

## What will the Stormwater Utility fund? Operations and Maintenance

- Inspection, Cleaning and Maintenance of:
  - 292 inlets
  - 3 stormwater ponds
  - 2 swales
  - 9,000 feet of storm pipe
- Street Sweeping
- Pollution Prevention for Municipal Facilities
- Stormwater System Inventory Map
- Public cleanup events
- Public Education and Outreach
- Construction Site Runoff Controls
- Dedicated staff
- Additional NPDES and GIS Needs

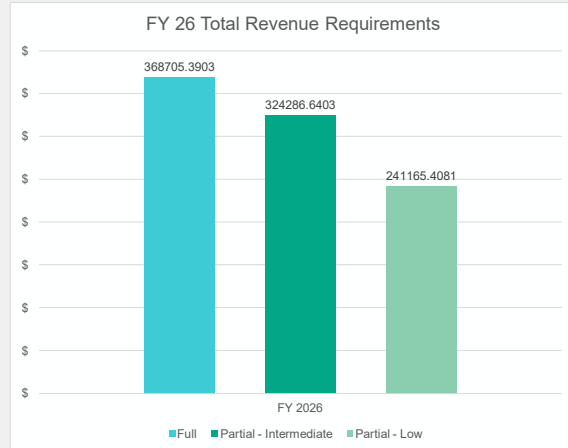


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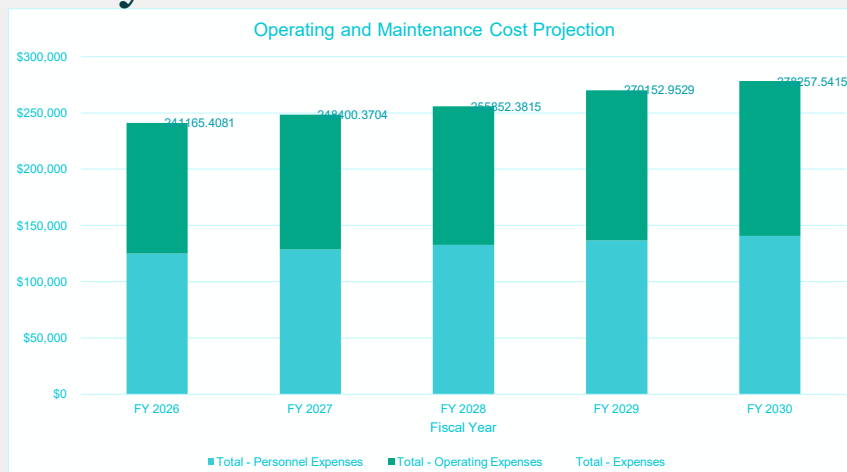
## Total Revenue Requirements – FY 26

- We evaluated funding the Town's stormwater program at three funding scenarios:
  - Full funding – all O&M and all Capital expenditures and all Reserves
  - Intermediate funding – all O&M and 50% of Capital expenditures and all Reserves
  - Low funding – O&M funding only



17

## Cost Projection – Lower Funding Option – O&M only

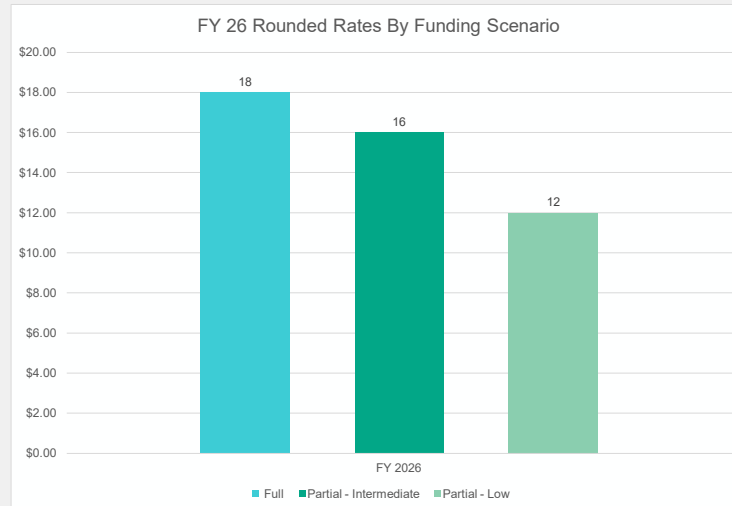


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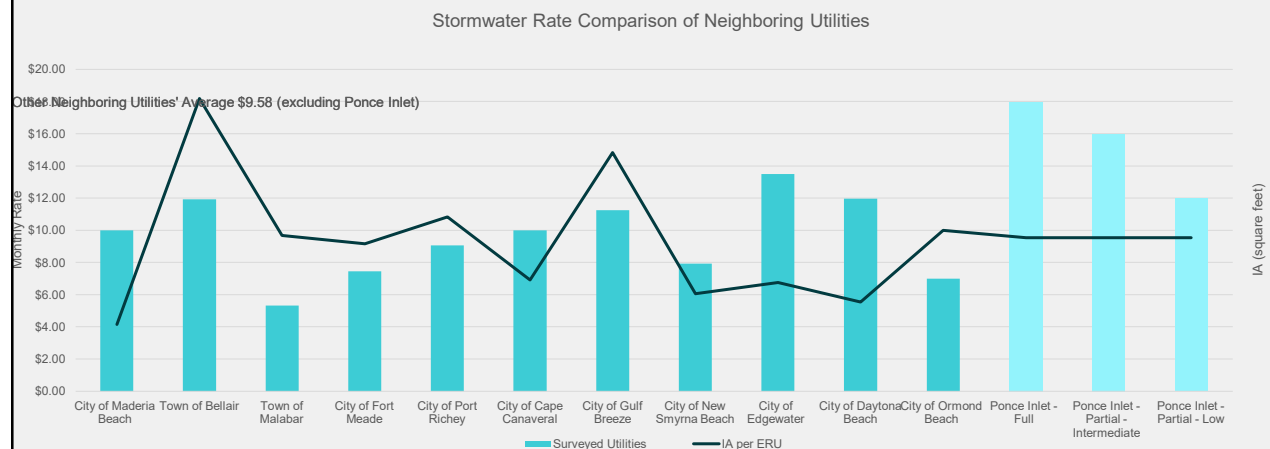
## Preliminary Monthly Rate – FY 26

- We calculated a preliminary monthly rate for all three funding scenarios



19

## Rate Comparison



20

## **Non-Ad Valorem Assessment Billing vs Utility Billing**

21

- Non-Ad Valorem Special Assessment an annual fee on Volusia County tax bill:
  - Highest collection rates – lien enforcement
  - Annual revenue
  - Easier to administer for parcel-based fee
  - Town must pay fee for municipal properties
  - Strict timeline:
    - ✓ Requires Resolution of Intent Prior to January 1, 2026
    - ✓ Requires draft assessment roll to Volusia County for TRIM notice by July/August
    - ✓ Requires public hearing in September
    - ✓ Requires final assessment roll to Volusia County by September 15th

21

## **Non-Ad Valorem Assessment Billing vs Utility Billing**

22

- As a line item on Town's monthly Water and Sewer Bill:
  - High collection rates – water shut-off enforcement
  - Monthly revenue
  - Seasonal and/or renter population – large amount of water turn offs can impact collections and revenue
  - Harder to administer – parcel to account matching process – stormwater only billing for developed parcels with no water bills
  - Town would not have to bill itself

22

# Next Steps



23

23

## Next Steps

- **Phase 2 Implementation Scope:**
  - Data Development and Units of Service Finalization
  - Final Rate Calculation
  - Credit Program Development
  - Stormwater Utility Ordinance Development
  - Public Outreach
  - Utility Billing Support or NAVSA Billing Support

24



# Q&A

25

25



# Thank you!

Christina Conchilla: [conchilla@raftelis.com](mailto:conchilla@raftelis.com)

26

26



**Town of Ponce Inlet  
Town Council  
Special Meeting Minutes  
June 25, 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. Disher, Town Manager

17    Ms. Gjessing, Deputy Town Clerk

18    Chief Glazier, Police Chief

19    Ms. Hall, Assistant Finance Director

20    Ms. Hugler, Fire Department Office Manager/ PIO

21    Ms. McColl, Finance Director

22    Mr. Okum, IT Director

23    Chief Scales, Public Safety Director

24    Mr. Wargo, Public Works Director

25  
26    **4.     Town of Ponce Inlet's Stormwater Utility Feasibility Study presented by Raftelis**  
27    **Financial Consultants, Inc.** – Mr. Disher explained this study stems from ongoing discussions  
28    on establishing a stormwater utility, noting that Ponce Inlet is the only jurisdiction in Volusia  
29    County that does not currently have one. The creation of a stormwater utility provides a dedicated  
30    source of revenue to fund stormwater related maintenance operations and more. A brief discussion  
31    ensued regarding the history surrounding the need for a feasibility study, the recommendations  
32    gathered from Boards and the Town Council, and the implementation to begin the study. Mr.  
33    Disher introduced Ms. Christina Conchilla, Raftelis Financial Consultants, Inc., who appeared via  
34    Microsoft Teams and provided a presentation regarding the Town's stormwater utility feasibility  
35    study. The purpose of establishing a stormwater utility includes meeting regulatory requirements,  
36    improving water quality and operation/maintenance of the stormwater system, reducing flooding,  
37    and mending or replacing aging infrastructure. She explained impervious areas do not allow  
38    infiltration of stormwater into the ground and therefore when completing a study, the number of  
39    impervious areas makes a significant difference. Raftelis, Inc. randomly sampled 400 single-

40 family residences (SFR) in Town to compile impervious area data. This data forms the billing unit,  
41 also known as the Equivalent Residential Unit (ERU). Due to the data collected, the Town is  
42 presented with two options: implement a flat rate fee for all residents or “tier” the properties based  
43 on their impervious area. She further explained the difference between the two options, elaborated  
44 on the estimations, and described the difference in analyzing a single-family home versus all other  
45 classes. Councilmember White and Vice-Mayor Smith questioned what would happen for  
46 properties which are disproportionately contributing or not contributing to the overall stormwater  
47 concerns; Ms. Conchilla stated there are appeal processes for outlying properties. Ms. Conchilla  
48 stated jurisdictions tend to favor the flat rate option instead of the tiering system. She reviewed  
49 State and Federal stormwater regulatory requirements which the stormwater utility addresses and  
50 the operations and maintenance which will be funded through the utility. She showed the projected  
51 funding options, rate comparisons to other jurisdictions, and discussed non-ad valorem assessment  
52 billing versus utility billing. The non-ad valorem assessment billing would be conducted through  
53 Volusia County and individuals would be billed annually in conjunction with their property taxes.  
54 The utility billing option would include a new line item on the Town’s monthly water and sewer  
55 bills. Ms. Conchilla reviewed the next steps on the Phase 2 implementation scope.

56  
57 Mr. Disher questioned whether a public hearing would be held annually if the Town chose the  
58 non-ad valorem assessments. Ms. Conchilla explained a public hearing would only need to be held  
59 if the rate were to change; she recommended the Town Council adopt a range in rates so if  
60 incremental changes are made, a public hearing is not required each time. Mayor Paritsky inquired  
61 about past impacts of new legislation imposed by the Florida legislature related to stormwater  
62 maintenance and enterprise funds. Ms. Conchilla responded that, in her experience, there has not  
63 been a large imposition on rate capping and while some requirements become cumbersome, they  
64 are typically willing to work on a schedule with communities. Councilmember Villanella  
65 questioned whether a subdivision designed with substantial stormwater control would reduce  
66 demand on the system; Ms. Conchilla confirmed such a subdivision would be provided with a  
67 reduction in their fee. Councilmember White inquired on funding options and timelines and  
68 questioned how frequently customers request their water be shut off when they leave Town or  
69 request credit for such reasons. Councilmember Milano commented on the unknown longevity of  
70 FEMA and the billing options. Mayor Paritsky opened public participation – Mr. Steve Field, 6  
71 Mar Azul, questioned the implementation timeline, the cost of the project, and minimum water  
72 uses. He questioned the administrative effort that will be required and asked if the Las Olas  
73 subdivision would be exempt for having their own water retention systems in place; Mr. Disher  
74 clarified places including Las Olas and Harbour Village will not be exempt, however they will  
75 receive credit. Ms. Barbara Davis, Ponce Inlet resident, encouraged using a flat rate and the non-  
76 ad valorem assessment.

77  
78 Councilmember White stated he is inclined to select the monthly tier billing system but inquired  
79 on the additional administrative efforts behind this option. A discussion between Ms. Hall and the  
80 Town Council included the projected administrative efforts, the difference in process between an  
81 annual fee versus monthly fee, and the information that would be required to properly assess each  
82 property. Councilmember Milano commented on the additional burden that would fall to condo

associations if the fee were billed monthly. Vice-Mayor Smith asked if the Town's cashflow would be affected with the monthly billing and Councilmember White questioned the timeline of when the Town would begin to receive funds, depending on which billing option is selected. Ms. Christine Pierce, 66 Inlet Harbor Road, suggested the Town create a database compiled of all residents and bill everyone directly, monthly. Mr. Steve Field, 6 Mar Azul, inquired whether this would be sent as a separate bill monthly or added to the existing utility bill; he also voiced his recommendation to see this fee on the tax bill. Ms. Conchilla stated through observation over the years, the direct monthly billing system is less effective as there are no enforcement procedures in place to guarantee payment; she stated the most effective methodology has been the non-ad valorem assessment. Ms. Hall explained a general assumption on the additional administrative work that would go into a monthly billing system. Mayor Paritsky voiced her support for an annual billing system as the burden would fall to Volusia County to collect and enforce payment instead of putting the additional burden and cost on the Town staff. Discussions continued on monthly versus annual billing, the potential impact on the annual tax rate, and enforcement options. Mr. Craig Sandman, 37 Ocean Way Drive, voiced his support for annual billing. Mr. Steve Field, 6 Mar Azul, inquired about the Town's history of placing liens on properties for unpaid tax bills; Vice-Mayor Smith clarified Volusia County implements their own liens for delinquent tax bills. Councilmember White questioned the Town's overall responsibilities if Volusia County were to implement the annual billing. Councilmember Milano spoke in favor of the annual billing option and questioned whether the decision must be made now; Ms. Conchilla stated the billing methodology would need to be determined by January 1, 2026.

*Council consensus to include the proposed Phase 2 stormwater utility implementation plan in the FY 25/26 budget.*

The Town Council briefly discussed gathering information from surrounding municipalities on which billing method they use or would recommend.

**5. ADJOURNMENT** – With no further business, Mayor Paritsky adjourned the meeting at 3:40 PM.

Respectfully submitted by:

*Kim Cherbano*

Kim Cherbano, CMC / Town Clerk

Prepared by: Stephanie Gjessing, Deputy Town Clerk

Attachment(s): Stormwater Utility Feasibility Study Presentation by Raftelis, Inc.

**ATTACHMENT 4**

**Stormwater Utility Fee Research:**

| CITIES           | MONTHLY<br>UTILITY BILL | ANNUALLY                     | INFORMATION RECEIVED FROM CITIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------|-------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                         | NON-AD VALOREM<br>ASSESSMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Daytona Beach    | X                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| DeBary           |                         | X                            | "It works well and the payments flow in with the property tax payments from the county. Our commercial stormwater fee is based on impervious surface and that information is in the property appraiser database."                                                                                                                                                                                                                                                                                                                                                    |
| DeLand           | X                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Deltona          |                         | X                            | Deltona prefers NAVA because they are guaranteed the money, and don't have to worry about the issue with rental accounts that are vacant, etc. and reverting back to the owners accounts. According to the Finance Director, John McKinney, "it is worth the small price that we much pay the tax collector for the NAVA fee."                                                                                                                                                                                                                                       |
| Edgewater        | X                       |                              | Edgewater bills customers monthly for stormwater fees; however, they have made a few unsuccessful attempts to change to NAVA collection method. The main reasons they have wanted to change include the following: 1) Improved cash flow - the City would receive the majority of their stormwater funds during the first 4 months of the fiscal year; 2) Higher collection rates and City would spend less resources (time and money) trying to collect; 3) Tax bill is paid by the owner instead of the renter; and 4) Does not require an active utility service. |
| Holly Hill       |                         | X                            | Holly Hill prefers the NAVA. "There is a fee; however, this method assures payment and timing of receipt of the stormwater fees."                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Lake Helen       |                         | X                            | Lake Helen uses NAVA. It is "just one less thing to worry about where you just have to identify the applicable parcels, give the property appraiser the assessment, and then basically set it and forget it as opposed to having to deal with properly billing directly yourselves. I feel like the cost of administering is more than covered, aside from just keeping things as simplified as possible in the event of turnover, vacancies. etc."                                                                                                                  |
| New Smyrna Beach |                         | X                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Orange City      |                         | X                            | Orange City bills stormwater fees annually via NAVA and prefers this method as the Property Appraiser maintains an inventory of impervious area in their database, which is used to calculate the total billable EBU. They use the TRIM as the 1 <sup>st</sup> class notice for rate increases and they build-in the 4% discount and \$1.32/parcel fee into their rates.                                                                                                                                                                                             |
| Ormond           | X                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Port Orange      |                         | X                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| South Daytona    | X                       |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

*Notes:*

- 1) Daytona Beach Shores and Oak Hill do not charge stormwater fees; however, Oak Hill is currently in the process of having a stormwater fee study completed by Mead and Hunt.
- 2) County Tax Collector's Office explained the charge is \$1.32/parcel fee for NAVA and it would be eligible for 4% discount unless Town's ordinance states it is exempt (legal would have to verify this is acceptable).





**Meeting Date:** 11/20/2025

**Agenda Item:** 16

**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: November 15, 2025  
Subject: Town Manager's Report

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**MEETING DATE:** November 20, 2025

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1. Volusia County Council meeting on [11-04-25](#):
  - [Item G](#) - Acceptance of donation to the Marine Science Center. The \$20,000 donation is required by USFWS to mitigate the removal of an inactive nest on vacant commercial property in Daytona Beach. The donation will be used to enhance the MSC's bald eagle exhibit, including new signage, habitat upgrades, and a life-sized eagle nest display.
  - Item 9 - Ordinance 2025-23 - Amending the Local Specialty Licenses Ordinance.
  - Item 12 – Update on the Park Volusia program for beach parking, fiscal analysis, and request for direction on potential changes and improvements.
  - [Item 13](#) - Discussion of proposed charter amendment regarding a rural growth boundary and creating an exclusive method of voluntary annexation.
2. Volusia County Council meeting on [11-18-25](#):
  - [Item 4](#) – Public Hearing – Approval of Votran service changes for improved service & efficiencies (removing Ponce Inlet fixed route service and others)
3. Public Works has completed swale maintenance in Seagull Landing, near the intersection of Jana Drive and Sea Haven Drive. Crews removed sediment buildup, re-graded sections to restore proper flow, and cleared vegetation to improve stormwater drainage. The work enhances water movement through the area and helps prevent standing water following heavy rainfall.
4. Public Works has begun obtaining quotes for a number of budgeted projects, including the new playground fence and tennis court resurfacing at Pollard Park, building repainting at Davies Lighthouse Park, the Police station A/C, and the new stabilize intersection aprons on Sailfish Drive. Look for these projects to be started soon.

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 | 107 | 114 |     |     | 1,283 | 128 |
| Permits issued      | 90  | 111 | 133 | 149 | 144 | 132 | 101 | 113 | 102 | 97  |     |     | 1,172 | 117 |
| Plan reviews        | 93  | 113 | 125 | 149 | 138 | 161 | 123 | 115 | 102 | 97  |     |     | 1,216 | 122 |
| Inspections         | 246 | 236 | 252 | 313 | 270 | 285 | 248 | 282 | 247 | 302 |     |     | 2,681 | 268 |

6. Town Hall will be closed Thursday, November 27<sup>th</sup> and Friday, November 28<sup>th</sup> for the Thanksgiving holiday.