



TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY
JANUARY 16, 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. ADDITIONS, CORRECTIONS OR DELETIONS TO THE AGENDA.

5. CITIZENS’ PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is an opportunity for our citizens to talk to us collectively on any subject that is not identified on the meeting agenda. The Town’s Rules for Conducting Town Council meetings are set forth in Resolution 2024-09 and include the following guidelines:*

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

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

6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:

A. Presentation of Volusia County Tax Collector’s “Kids Tag Art” program – *Holly Smith and Will Roberts*

B. Recognition of Deby Spampanato for being selected as Ponce Inlet Employee of the Year, along with appreciation for all other nominees.

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

- A. Approval of the Town Council Special meeting minutes. – December 19, 2024.
 - B. Approval of the Town Council Regular meeting minutes. – December 19, 2024.
 - C. Approval of the 2024 Municipal Transport Program Agreement with Volusia County.
 - D. Change Order for Thompson Consulting Services for debris removal monitoring after Hurricane Milton.
8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE MEETING:
- A. Appointments to the Code Enforcement Board.
 - B. Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board.
 - C. Discussion – National League of Cities’ Service Line Warranty Program.
9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: *None.*
10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:
- A. Ordinance 2025-01 (renumbered from 2024-10) – 2nd reading – Repealing Sec. 50-1 & Sec. 50-2 of the Town Code of Ordinances Relating to the Prohibition of Aggressive Solicitation with the Town of Ponce Inlet.
11. ORDINANCES (FIRST READING) AND RESOLUTIONS:
- A. Resolution 2025-01 – Support of the Florida League of Cities’ 2025 Legislative Action Agenda and Legislative Priorities of the Ponce Inlet Town Council.
12. OLD BUSINESS: *None.*
13. NEW BUSINESS:

- A. Urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State.
 - B. Acceptance of bid from DDS Enterprise, LLC for the new Emergency Generator at the Community Center.
14. FROM THE TOWN COUNCIL:
- A. Vice-Mayor Smith, Seat #5
 - B. Councilmember Villanella, Seat #4
 - C. Councilmember White, Seat #3
 - D. Councilmember Milano, Seat #2
 - E. Mayor Paritsky, Seat #1
15. FROM THE TOWN MANAGER.
16. FROM THE TOWN ATTORNEY.
17. CITIZENS' PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*
18. ADJOURNMENT.

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

- Wednesday, February 5, 2025, 6:00 PM – Town Hall Meeting.
- Thursday, February 20, 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: 1/16/2025

Agenda Item: 6

Report to Town Council

Topic: Proclamations, Presentations, and Awards.

Summary:

- A. Volusia County Tax Collector's "Kids Tag Art" program.
- B. Recognition of Deby Spampanato for being selected as Ponce Inlet Employee of the Year, along with appreciation for all other nominees.

Suggested motion: None required.

Requested by: Mayor Paritsky
Mr. Wargo, Public Works Director
Ms. Cherbano, Human Resources Director/Town Clerk

Approved by: Mr. Disher, Town Manager



MEMORANDUM

TOWN OF PONCE INLET, FINANCE DEPARTMENT

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

To: Michael E. Disher, Town Manager

From: Steven Wargo, Public Works Director

Date: January 8, 2025

Subject: Employee of the Year – Debra Spampanato

MEETING DATE: January 16th, 2025

Congratulations to Debra Spampanato for the Town of Ponce Inlet's Employee of the Year Award, in recognition of her exceptional performance, dedication, and unwavering commitment to her work. As the town's sole custodian, Debra consistently goes above and beyond in her role, demonstrating an extraordinary work ethic and genuine pride in everything she does. Whether performing routine cleaning duties or taking on additional responsibilities, Debra sets a high standard for herself and her colleagues, ensuring that our work environment remains clean, organized, and functional. Her attention to detail and positive attitude makes her an invaluable asset to the team.

Debra's contributions extend far beyond her job description. She actively fosters a sense of community by volunteering her time to organize and decorate for events such as employee holiday parties and town functions. Her enthusiasm, creativity, and dedication to making others feel welcome have greatly enhanced morale and strengthened the camaraderie among our staff. Moreover, her kindness and willingness to help others are evident not only in her work but also in her daily life. For instance, one afternoon on Debra's travel home, she witnessed someone fall in her driveway. We received an email from a witness that called Debra's actions that day "heroic" as she stopped her car and immediately rendered aid to the woman. This act of compassion exemplifies Debra's character and her care for both her colleagues and the residents of Ponce Inlet.

In addition to her exceptional work ethic and community spirit, Debra is a model of positivity. She consistently brings a can-do attitude to her work, regardless of the challenges she may face. Whether it's keeping the coffee pot warm for the team, ensuring supplies are stocked, or simply offering a kind word, Debra's presence is a daily reminder of the power of positivity in

the workplace. Her consistent efforts to go above and beyond make her a standout member of our Public Works team and an asset to the Town of Ponce Inlet.



Meeting Date: 1/16/2025

Agenda Item: 7

Report to Town Council

Topic: Consent Agenda

- A. Approval of the Town Council Special meeting minutes. – December 19, 2024.
- B. Approval of the Town Council Regular meeting minutes. – December 19, 2024.
- C. Approval of the 2024 Municipal Transport Program Agreement with Volusia County.
- D. Change Order for Thompson Consulting Services for debris removal monitoring after Hurricane Milton.

Summary: See attached documents.

Suggested motion: To approve the Consent agenda as presented.

Requested by: Ms. Cherbano, Town Clerk
Chief Scales, Public Safety Director
Mr. Wargo, Public Works Director

Approved by: Mr. Disher, Town Manager



Town of Ponce Inlet
Town Council
Special Meeting Minutes
December 19, 2024

1 **1. CALL TO ORDER:** Pursuant to proper notice, Mayor Paritsky called the meeting to
2 order at 1:00 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 – Absent

12 Vice-Mayor Smith, Seat #5

13
14 **Staff Members Present:**

15 Ms. Cherbano, Town Clerk

16 Mr. Disher, Town Manager

17 Ms. Dowling, HR Coordinator

18 Ms. Gjessing, Assistant Deputy Clerk

19 Chief Glazier, Police Department

20 Mr. Kojadinovic, Driver/Engineer & Representative from Local IAFF 4140

21 Deputy Chief Landreville, Deputy Fire Chief

22 Chief Scales, Public Safety Director

23
24 **4. Ratification of the contract between the Town of Ponce Inlet and the IAFF 4140,**
25 **Ponce Inlet Firefighters.** – Mr. Disher stated Chief Scales and Ms. Cherbano have been managing
26 this process, and Chief Scales elaborated on the negotiations. He stated the agreement being
27 presented is the first renewal of the first contract with Local 4140. The negotiation process began
28 in May, and there have been several meetings since then to discuss the proposals between both
29 parties involved. Councilmember Milano commented on previous negotiations. Chief Scales stated
30 the main revision came from Article 16, “Wages”, in which there is a special condition for an
31 annual review to account for market changes. Mayor Paritsky confirmed that all Councilmembers
32 had received the contract and the spreadsheet outlining the financial differences in advance; she
33 stated the financial changes have been accounted for in the upcoming budget so there will be no
34 additional costs to the Town. Mayor Paritsky opened public participation – hearing none, public
35 participation was closed.

36
37 Councilmember Milano moved to ratify the Collective Bargaining Agreement (CBA) for Fiscal
38 Year 2025, 2026, and 2027 between the Town of Ponce Inlet and the IAFF 4140, Ponce Inlet
39 Firefighters; the motion was seconded by Vice-Mayor Smith. The motion PASSED 4-0, with the

40 following vote: Councilmember Milano – yes; Vice-Mayor Smith – yes; Mayor Paritsky – yes;
41 Councilmember White – yes.

42
43 **5. ADJOURNMENT** – With no further business, Mayor Paritsky adjourned the meeting at
44 1:05 PM.

45
46 Respectfully submitted by:

47
48 DRAFT
49 Kim Cherbano, CMC / Town Clerk
50 Prepared by: Stephanie Gjessing, Assistant Deputy Clerk

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52 Attachment(s): *None.*

DRAFT



Town of Ponce Inlet
Town Council
Regular Meeting Minutes
December 19, 2024

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

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

3. ROLL CALL:

Town Council:

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

Staff Members Present:

- Ms. Alex, Cultural Services Manager
- Ms. Cherbano, Town Clerk
- Ms. Cotton, Cultural Services Coordinator
- Mr. Disher, Town Manager
- Ms. Gjessing, Assistant Deputy Clerk
- Chief Glazier, Police Chief
- Ms. Hall, Assistant Finance Director
- Deputy Chief Landreville, Deputy Fire Chief
- Mr. Lear, Planning & Development Director
- Mr. Okum, IT Director
- Chief Scales, Public Safety Director
- Mr. Wargo, Public Works Director
- Attorney Shepard, Town Attorney

Mayor Paritsky recognized the loss of Jim Hinson, a pillar of the community, and expressed her gratitude for his years of dedicated service to the Town. Councilmember Milano announced the service for Mr. Hinson will be in January; more details are to come.

Mayor Paritsky introduced newly elected Volusia County School Board Representative for District 2, Ms. Krista Goodrich. Ms. Goodrich thanked the Town for their voter turnout and encouraged anyone with questions, concerns, or ideas to reach out to her. Mayor Paritsky then introduced Lieutenant Brian Cobb from the Volusia County Sheriff’s Department District 1 (Coastal); Lt. Cobb introduced newly appointed Captain Powers.

44 **4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA:** Item 4-A was
45 added to the agenda; Item 6-A was postponed to a future Town Council meeting; Item 6-B was re-
46 numbered to 6-A; new Item 6-B was added to the agenda; and Item 13-A was moved to Item 8-E.
47

48 Councilmember Milano moved to approve the agenda as amended; seconded by Councilmember
49 White; The motion PASSED 4-0, consensus.
50

51 **A. Proclamation renaming the landmark tree in Ponce Preserve known as**
52 **“Athena” to “Edwina” in honor of Edwina Knox.** – Mayor Paritsky presented a proclamation
53 in honor of Ms. Edwina Knox renaming the historic Live Oak tree located at the base of the Green
54 Mound in Ponce Preserve formerly known as “Athena” to “Edwina.” Ms. Barbara Davis provided
55 photographs and commentary from the Ponce Inlet Garden Club’s last luncheon, where Mayor
56 Paritsky first presented this proclamation to Ms. Knox.
57

58 **6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS: (Item 6 was presented**
59 **prior to Item 5)**
60

61 ~~**A. Volusia County Tax Collector’s “Kids Tag Art” program.**~~ – This item was
62 postponed to a future Town Council meeting.
63

64 **A. National League of City’s Service Line Program.** – Ms. Ashley Shiwarski
65 presented information on the National League of City’s Service Line Warranty Program. She
66 explained the program has been endorsed by the National League of City’s since 2010 and the
67 program has been offered in the United States for nearly 21 years. She elaborated on how the
68 program was established and stated her company, HomeServe, partners with municipalities to offer
69 optional protection to homeowners on their external water/well lines, sewer/septic lines, and in-
70 home plumbing. There is no cost to the Town if homeowners opt in to the program, and the Town
71 will receive an incremental revenue because of participation. She said the biggest benefit to the
72 program is raising public awareness. Ms. Shiwarski elaborated on how the agency would function
73 should the Town partner with them, described the different coverages offered, and what the Town’s
74 involvement with the program would look like. Mayor Paritsky asked if the Town could be held
75 liable; Ms. Shiwarski explained the marketing agreement entered with the municipality would
76 indemnify and hold-harmless the Town, and contracts would be directly with each homeowner.
77 Councilmember White requested clarification on the costs to homeowners and commercial
78 properties. Councilmember Milano explained the importance of reviewing the agreement prior to
79 formally partnering, questioned the company’s history in Florida, and raised several other
80 concerns. Vice-Mayor Smith asked how the company assists different septic and sewer lines. Ms.
81 Shiwarski stated she would provide the Council with a copy of the agreement as well as the
82 informational letter and described the company’s association with Florida Power & Light (FPL).
83 Mayor Paritsky opened public participation – hearing none, public participation was closed.
84

85 **B. Recognition of Ms. Stacey Bell for her years of service on the Parks,**
86 **Recreation, and Tree Advisory Board and the Cultural Services, Historic Preservation, and**
87 **Tree Advisory Board.** – Mayor Paritsky provided a history on Ms. Stacey Bell’s 12 years of
88 service to the Town and presented a plaque honoring her volunteer service on the Parks,
89 Recreation, and Tree Advisory Board and the Cultural Services, Historic Preservation, and Tree

90 Advisory Board. Ms. Stacey Bell stated she is grateful for the plaque and will continue to be
91 involved with Town.

92
93 **5. CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation – Mr. Mark
94 Oebbecke, 4758 South Peninsula Drive, announced there will be a joint Celebration of Life for
95 Mr. Jim Hinson between the Town and the Veteran’s Association; he provided an update on recent
96 events and upcoming projects for the Ponce Inlet Veteran’s Association and the Ponce Inlet
97 Community Center. Mr. Stephen Petersen, 4877 Front Street, introduced himself as the new owner
98 of Down the Hatch and Sea Love Boat Works and expressed his enthusiasm to be a part of the
99 community. Ms. Jair Kessler, 81 Buschman Drive, stated the next Farmer’s Market will be held
100 on January 12, 2025; she explained it might be beneficial to not host two separate Farmer’s
101 Market’s on the same date. Mayor Paritsky closed citizens participation.

102
103 **7. CONSENT AGENDA:** Mayor Paritsky asked if there was any item Council would like to
104 remove from the consent agenda; there were no requests. Mayor Paritsky asked if there were any
105 requests from the public – there were none.

106
107 **A. Approval of the Town Council Regular meeting minutes – November 21, 2024.**

108
109 Mayor Paritsky moved to approve the Consent Agenda as presented; seconded by Councilmember
110 Milano; The motion PASSED 4-0, consensus.

111
112 **8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE**
113 **MEETING:**

114
115 **A. Appointments to the Cultural Services, Historic Preservation, & Tree**
116 **Advisory Board.** – Ms. Gjessing explained that the terms for Regular Seat 5, formerly held by
117 Ms. Stacey Bell, Alternate Seat 1, held by Ms. Jair Kessler, and Alternate Seat 2, held by Mr.
118 Thomas Patton, expire on December 31, 2024. Ms. Kessler applied for re-appointment, Ms. Diane
119 Bell applied for appointment, Ms. Stacey Bell resigned after 12 years of service, and an application
120 was not received from Mr. Patton for re-appointment. Ms. Diane Bell, 86 Jana Drive, introduced
121 herself to the Council and expressed her interest to serve on the Board. Ms. Jair Kessler, 81
122 Buschman Drive, provided a history on her involvement with the Board and commitment to the
123 Town. Mayor Paritsky opened public participation – Mr. Mark Oebbecke, 4758 South Peninsula
124 Drive, commented on the importance of being respectful towards other Board members and
125 citizens. Ms. Delphine Pinet, 4 Beacon Court, stated she wanted to remind everyone of recent
126 events involving the Farmer’s Market (co-run by Ms. Kessler) to which she was asked not to return
127 as a vendor after speaking at a previous Town Council meeting. Ms. Jair Kessler, 81 Buschman
128 Drive, explained she was not informed of the format to stand up at the Candidate’s Forum (as a
129 candidate for Town Council) earlier this year; however, she would have been willing to do so if
130 she had known; she provided an update on the Farmer’s Market. Mayor Paritsky closed public
131 participation.

132
133 Councilmember White made a motion to appoint Ms. Diane Bell to Regular Seat 5 on the Cultural
134 Services, Historic Preservation, & Tree Advisory Board; the motion died due to lack of second.

136 Councilmember Milano made a motion to appoint Ms. Diane Bell to Regular Seat 5 and Ms. Jair
137 Kessler to Alternate Seat 1 on the Cultural Services, Historic Preservation, & Tree Advisory
138 Board; the motion died due to lack of second.

139
140 Councilmember White made a motion to appoint Ms. Diane Bell to Regular Seat 5 on the Cultural
141 Services, Historic Preservation, & Tree Advisory Board; seconded by Councilmember Milano.
142 The motion PASSED, 4-0 consensus.

143
144 **B. Appointments to the Essential Services Advisory Board.** – Ms. Gjessing
145 explained that the terms for Regular Seat 5 (Public Relations, Outreach, or Human Resources),
146 held by Ms. Margaret Valerien, and Alternate Seat 2 (Fire/EMS), held by Mr. Jim Sustr, expire on
147 December 31, 2024. Ms. Valerien applied for re-appointment, Ms. Karen Rij applied for Alternate
148 Seat 1 (Law Enforcement), and Mr. Steven Wolf applied for Alternate Seat 5. All applicants have
149 met the eligibility requirements. An application for re-appointment has not been received from Mr.
150 Sustr. Mayor Paritsky welcomed the applicants for Seat 5 to address the Council; Mr. Steven Wolf,
151 91 Calumet Avenue, introduced himself and provided his educational and professional
152 background. Mayor Paritsky opened public participation – hearing none, public participation was
153 closed.

154
155 Councilmember White made a motion to appoint Ms. Margaret Valerien to Regular Seat 5, and
156 Mr. Steven Wolf to Alternate Seat 5, Public Relations, Outreach, and Human Resources, on the
157 Essential Services Advisory Board; seconded by Councilmember Milano. The motion PASSED, 4-
158 0, consensus.

159
160 Mayor Paritsky welcomed the applicant for Alternate Seat 1 to introduce herself; Ms. Karen Rij,
161 Ponce Inlet resident, expressed her interest and excitement in volunteering for the Town in a new
162 capacity. Mayor Paritsky opened public participation – hearing none, public participation was
163 closed.

164
165 Councilmember White made a motion to appoint Ms. Karen Rij to Alternate Seat 1, Law
166 Enforcement, on the Essential Services Advisory Board; seconded by Councilmember Milano. The
167 motion PASSED, 4-0 consensus.

168
169 **C. Appointments to the Planning Board.** – Ms. Cherbano explained that the terms
170 for Regular Seat 3, held by Mr. Charles Burge, Regular Seat 4, held by Mr. John Cannon, Alternate
171 Seat 1, held by Mr. Michael Revak, and Alternate Seat 2, held by Mr. Joseph Young, expire on
172 December 31, 2024. An application for reappointment was received by all members as well as a
173 new application from Ms. Soraya Vanderbeek seeking appointment to an Alternate Seat. Mayor
174 Paritsky welcomed any applicants in attendance to address the Council; Ms. Soraya Vanderbeek,
175 58 Jennifer Circle, introduced herself and provided information on her professional history and
176 volunteerism with the Town. Councilmember Milano commented on the history of the Planning
177 Board and the importance of dedicated board members. Mayor Paritsky opened public
178 participation – hearing none, public participation was closed.

179

180 Councilmember White made a motion to appoint Mr. Michael Revak to Regular Seat 3, Mr. John
181 Cannon to Regular Seat 4, Mr. Joseph Young to Alternate Seat 1, and Ms. Soraya Vanderbeek to
182 Alternate Seat 2; seconded by Vice-Mayor Smith. The motion PASSED, 4-0 consensus.
183

184 **D. Request for co-sponsorship of the 13th annual Historic North Turn Legends**
185 **Beach Parade.** Ms. Alex stated the request for co-sponsorship is for the 13th annual Historic North
186 Turn Legends Beach Parade hosted by the Racing’s North Turn restaurant. The request includes
187 parking on Town property, waiver of special event application fees, and waiver of all staff
188 personnel fees. This year, there has been a change to the parade route, additional parking, and
189 operations requiring additional personnel. Ms. Alex further elaborated on the changes and stated
190 the total cost by the Town would be \$3,689.50. The applicant meets the currently adopted criteria
191 for event co-sponsorship. Councilmember White questioned if the additional parking offered by
192 the Town to the County would still be utilized; Ms. Alex explained yes, at the applicant’s
193 discretion. Mayor Paritsky opened public participation – hearing none, public participation was
194 closed.
195

196 Councilmember Milano made a motion to approve the request for co-sponsorship of the 13th
197 annual Historic North Turn Legends Beach Parade including parking on Town property; waiver
198 of special event applicant fees in the amount of \$235; and the waiver of all staff personnel fees in
199 the amount of \$3,454.50; seconded by Vice-Mayor Smith. The motion PASSED, 4-0 consensus.
200

201 **E. Discussion of cell tower lease proposal from Crown Castle.** – Mr. Disher
202 explained the current cell tower lease expires August 22, 2025; Crown Castle has submitted a
203 proposal with general terms which, if approved by Council, will be incorporated into an agreement
204 for consideration by the Town Council. Mr. Disher explained the updated terms, which include an
205 increase in rent paid to the Town; a lump sum of \$180,000 to construct protective covering over
206 the existing pickleball courts to mitigate court closures; guaranteed advance notification for
207 athletic court closures; an offer to reserve equipment space on the cell tower and enclosure for the
208 Town to utilize; and faux vegetative screening material installation on the existing fence.
209 Councilmember White questioned an opt-out clause and potential design with pine tree
210 camouflage; Mr. Disher addressed the inquiries; and there was a discussion on payment options.
211 Mayor Paritsky opened public participation – hearing none, public participation was closed.
212

213 Council accepted the general offer of terms as proposed by Crown Castle, by consensus.
214

215 **9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: None.**
216

217 **10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:**
218

219 **A. Ordinance 2024-04** – Attorney Shepard read Ordinance 2024-04 by title only. **AN**
220 **ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING VARIOUS**
221 **SECTIONS OF CHAPTER 2 – ADMINISTRATION, ARTICLE VIII OF THE TOWN’S**
222 **CODE OF ORDINANCES REGARDING PURCHASING; PROVIDING FOR**
223 **CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR**
224 **SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.** – Mr. Disher informed
225 everyone this ordinance was first presented at the August 22, 2024 Town Council meeting. The

226 only change after first reading was the addition of language stipulating any capital expenses
227 impacting future-year budgets would be brought to the Council for approval. Mayor Paritsky
228 opened public participation – hearing none, public participation was closed.
229

230 Councilmember Milano moved to approve and adopt Ordinance 2024-04 as amended, revising
231 purchasing regulations in various sections of Chapter 2, Administration, Article VIII of the Town's
232 Code of Ordinances upon second reading; seconded by Councilmember White. The motion
233 PASSED, 4-0 with the following vote: Councilmember Milano – yes; Councilmember White – yes;
234 Mayor Paritsky – yes; Vice-Mayor Smith – yes.
235

236 **B. Ordinance 2024-09.** Attorney Shepard read Ordinance 2024-09 by title only. AN
237 **ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, AMENDING CHAPTER**
238 **42 - OFFENSES AND MISCELLANEOUS PROVISIONS; RELATING TO THE**
239 **REGULATION OF NON-MEDICAL PERSONAL CONSUMPTION OF MARIJUANA;**
240 **PROVIDING A PURPOSE AND DEFINITIONS; PROHIBITING THE SMOKING AND**
241 **VAPING OF CANNABIS, MARIJUANA, OR HEMP PRODUCTS ON PUBLIC**
242 **PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND**
243 **AN EFFECTIVE DATE.** – Mr. Disher stated there have been no changes since the first reading
244 of ordinance 2024-09. Mayor Paritsky opened public participation – hearing none, public
245 participation was closed.
246

247 Councilmember Milano moved to approve and adopt proposed Ordinance 2024-09, prohibiting
248 the non-medical, personal use of marijuana on public property within the Town of Ponce Inlet
249 upon second reading; seconded by Councilmember White. The motion PASSED, 4-0 with the
250 following vote: Councilmember Milano – yes; Councilmember White – yes; Mayor Paritsky – yes;
251 Vice-Mayor Smith – yes.
252

253 **11. ORDINANCES (FIRST READING) AND RESOLUTIONS:**

254
255 **A. Ordinance 2024-10.** Attorney Shepard read Ordinance 2024-10 by title only. AN
256 **ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, REPEALING SEC. 50-1**
257 **AND SEC. 50-2 OF THE TOWN CODE OF ORDINANCES, RELATING TO THE**
258 **PROHIBITION OF AGGRESSIVE SOLICITATION WITHIN THE TOWN OF PONCE**
259 **INLET; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE**
260 **DATE.** – Mr. Disher explained ordinance 2024-10 was drafted in response to discussions from the
261 October 17, 2024 Town Council meeting to repeal various sections of the Town Code of
262 Ordinances relating to the prohibition of aggressive solicitation, at the recommendation of the
263 Town Attorney. Mayor Paritsky opened public participation – hearing none, public participation
264 was closed.
265

266 Councilmember Milano moved to approve proposed Ordinance 2024-10, repealing Sec. 50-1 and
267 Sec. 50-2 of the Town Code of Ordinances relating to the prohibition of aggressive solicitation
268 within the Town of Ponce Inlet, upon first reading; seconded by Councilmember White. The motion
269 PASSED, 4-0 with the following vote: Councilmember Milano – yes; Councilmember White – yes;
270 Mayor Paritsky – yes; Vice-Mayor Smith – yes.
271

272 **B. Resolution 2024-21.** Attorney Shepard read Resolution 2024-21 by title only. A
273 **RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA AMENDING RATES IN**
274 **APPENDIX A OF THE TOWN CODE OF ORDINANCES, PART XI (SEWER SERVICE)**
275 **AND PART XII (DEVELOPMENT FEE SCHEDULE FOR WATER AND SEWER**
276 **SERVICE); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING**
277 **RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**
278 **EFFECTIVE DATE.** – Mr. Disher explained the Town’s sewer service is owned and maintained
279 by the City of Port Orange; per the 1993 interlocal agreement, the Town is required to bill its
280 customers the sewer charges adopted by Port Orange. In June, 2024 Port Orange officially notified
281 the Town that sewer service rate and development fees for sewer service had increased. Mr. Disher
282 explained the total increase in fees due to Port Orange by the Town. Mayor Paritsky opened public
283 participation – hearing none, public participation was closed.

284
285 Councilmember Milano moved to approve Resolution 2024-21 as presented; seconded by
286 Councilmember White. The motion PASSED, 4-0 with the following vote: Councilmember Milano
287 – yes; Councilmember White – yes; Mayor Paritsky – yes; Vice-Mayor Smith – yes.

288
289 **C. Resolution 2024-22.** Attorney Shepard read Resolution 2024-22 by title only. A
290 **RESOLUTION OF THE TOWN OF PONCE INLET, FLORIDA, DECLARING A**
291 **CONTINGENT DETERMINATION PURSUANT TO SECTION 196.1978(3)(o),**
292 **FLORIDA STATUTES, BASED ON THE 2024 SHIMBERG CENTER FOR HOUSING**
293 **STUDIES ANNUAL REPORT; ELECTING NOT TO GRANT AD VALOREM TAX**
294 **EXEMPTIONS TO CERTAIN PROPERTIES UNDER THE LIVE LOCAL ACT,**
295 **SUBJECT TO SAID DETERMINATION; PROVIDING FOR THE PRESERVATION OF**
296 **EXISTING EXEMPTIONS; ESTABLISHING A CONTINGENT EFFECTIVE DATE;**
297 **AND PROVIDING FOR SEVERABILITY AND EXPIRATION.** – Mr. Lear described the
298 Live Local Act, and stated that House Bill (HB) 7073, which passed during the 2024 Legislative
299 Session, provides taxing authorities the option to opt out of offering the property tax exemption,
300 provided a surplus of affordable housing exists in the county. He stipulated which housing
301 developments would qualify under this rule and explained the exemption. Mayor Paritsky provided
302 a history on the involvement by the Volusia League of Cities and municipalities with gathering
303 data related to the tax exemption. Mr. Disher provided more information related to the tax
304 exemption and the annual Shimberg Center Report, upon which the ability to opt out of the
305 exemption is based. Mayor Paritsky opened public participation – hearing none, public
306 participation was closed.

307
308 Councilmember White moved to approve Resolution 2024-22 electing not to grant ad valorem tax
309 exemptions to certain properties under the Live Local Act for affordable housing; seconded by
310 Councilmember Milano. The motion PASSED, 4-0 with the following vote: Councilmember White
311 – yes; Councilmember Milano – yes; Mayor Paritsky – yes; Vice-Mayor Smith – yes.

312
313 **12. OLD BUSINESS:** None.

314
315 **13. NEW BUSINESS:**

316

317 ~~A.—Discussion of cell tower lease proposal from Crown Castle.~~ – This item was
318 presented as Item 8-E.
319

320 **A. B. Discussion – Overview of the annual municipal budget process.** – Mr. Disher
321 provided an overview of the annual municipal budget process. He provided a [timeline](#) of budget
322 activities which details the process of how the budget is compiled each year. He explained the
323 budget is reviewed by the staff budget team, department heads, office managers, the Town
324 Council, and the Town’s Advisory Boards throughout the year, as well as being presented at two
325 public budget workshops. He said that in September, the Town holds the first public hearing to
326 adopt the tentative millage rate and the final budget. The final millage rate and budget are adopted
327 at the second public hearing in September, prior to the beginning of the new fiscal year in October.
328 Mr. Disher elaborated further on activities related to refining the budget. Councilmember White
329 commended Mr. Disher on the presentation. Mayor Paritsky opened public participation – hearing
330 none, public participation was closed.
331

332 **B. C. 2024 Update to Town Council goals for FY 23-24 and FY 24-25.** – Mr. Disher
333 provided an update on the Town Council goals for FY 23-24 and FY 24-25, bringing attention to
334 key projects such as the Watershed Master Plan being accepted by the Department of
335 Environmental Protection on December 13, 2024. He added that Public Works also spent a
336 significant amount of time installing backflow preventors on the irrigation meters and detailed the
337 importance of this project. Councilmember Milano inquired about the Stormwater Resiliency Plan
338 and Mr. Disher provided more information; he stated the Watershed Master Plan is being compiled
339 into a priorities list which will be brought to the Essential Services Advisory Board (ESAB) and
340 to the Council. Councilmember White and Mr. Disher discussed the Planning Board’s expected
341 involvement in reviewing future amendments to the Land Use and Development Code (LUDC) as
342 well as the Town’s Comprehensive Plan. Mayor Paritsky asked if the Fire Department designs
343 could be included in the goals list. Mayor Paritsky opened public participation – hearing none,
344 public participation was closed.
345

346 **C. D. Discussion – Florida League of Cities’ 2025 Legislative Action Agenda.** –
347 Mayor Paritsky explained how the Florida League of Cities’ policy committees identify and
348 prioritize municipal concerns. Mayor Paritsky stated her request for this item to be considered at
349 the January 2025 Town Council meeting as a resolution adopting the Florida League of Cities’
350 2025 Legislative Action Agenda. In addition to the items set forth in the 2025 Priority and Policy
351 Positions, she requested that the modification of F.S. 163.045 regarding tree removal permit
352 preemption and the support of Code Enforcement officers’ use of body cameras be added to the
353 priorities list. Mayor Paritsky explained this is to continue support of Home Rule. Mayor Paritsky
354 opened public participation – hearing none, public participation was closed.
355

356 Council provided direction to staff to draft a resolution supporting the Florida League of Cities’
357 2025 Legislative Action Agenda, by consensus.
358

359 **14. FROM THE TOWN COUNCIL:**
360

361 **A. Vice-Mayor Smith, Seat #5** – Vice-Mayor Smith thanked the residents and staff
362 for their participation and wished everyone a safe holiday season.

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B. Councilmember Villanella, Seat #4 – Absent.

C. Councilmember White, Seat #3 – Councilmember White stated Volusia County will be holding a special meeting on January 14, 2025 to discuss the potential development moratorium proposed by Volusia County Chairman Brower. He reminded everyone on the discussions that have taken place to this point and requested Mr. Disher to describe what is to come. Mr. Disher provided information on how this could impact Ponce Inlet, and the steps that will be taken to represent the Town and support neighboring communities. Councilmember White reflected on the past year and wished everyone a Happy Holiday.

D. Councilmember Milano, Seat #2 – Councilmember Milano wished everyone a Happy Holiday and safe travels. He provided an update to the First Step Shelter and commented on their demographics, number of meals served, and the average retention rate.

E. Mayor Paritsky, Seat #1 – Mayor Paritsky commended staff and volunteers on the Town’s Annual Tree Lighting event as well as the Santa Run event, and she thanked the Councilmembers, staff, and residents for their work and wished everyone a happy and healthy holiday season.

15. FROM THE TOWN MANAGER – Mr. Disher provided more information on the National League of City’s Service Line program. He stated FEMA would be providing the Town with the last \$1,800 from Hurricane Ian in the next month; he also provided an update to the ongoing Hurricane Milton repairs. Mr. Disher stated in the first week of January 2025, the IT department will be updating the Town’s underlying computer infrastructure which governs the Town’s financial software - payments will not be able to be processed for a couple days, and residents will be noticed prior. He said the Special Magistrate RFQ did not receive any responses, so it has been rebid. He stated the IT department is working with the Police and Cultural Services Department to install additional security cameras around the parks to help reduce vandalism. Mr. Disher wished everyone a Happy Holiday.

16. FROM THE TOWN ATTORNEY – Attorney Shepard briefly reflected on his time with the Town and stated his appreciation for the opportunity to serve.

17. PUBLIC PARTICIPATION (on items 14 – 16 only) – Mayor Paritsky opened public participation – hearing none, public participation was closed.

18. ADJOURNMENT – Mayor Paritsky adjourned the meeting at 4:37 P.M.

Respectfully submitted by:

Draft

Kim Cherbano, CMC, Town Clerk
Prepared by: Stephanie Gjessing, Assistant Deputy Clerk
Attachment(s): *None*.



MEMORANDUM
Office of the Public Safety Director

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

To: Michael E. Disher, AICP, Town Manager
From: Daniel Scales, Public Safety Director
Date: January 2, 2025
Subject: Approval of the 2024 Municipal Transport Program Agreement with Volusia County

MEETING DATE: January 16, 2025

1
2 **Background and Historical Context:**

3 Attached is the application to participate in the latest iteration of Volusia County's Municipal
4 Transport Program (MTP). The Town initially entered into this agreement with Volusia County
5 in February 2017, following the pilot non-emergency transport program that the Town had been
6 a part of since August 2012. The MTA was last updated in April 2019 and is the agreement
7 currently in effect. The proposed 2024 update reflects the County’s ongoing efforts to optimize
8 emergency medical services (EMS) delivery across participating municipalities, while benefiting
9 the residents of Ponce Inlet by allowing the fire department to continue providing ambulance
10 transport services.

11
12 I, along with the other municipal transport providers, have worked closely with County staff to
13 address and improve the operational aspects of the April 2019 agreement. These improvements
14 are now reflected in the proposed 2024 interlocal agreement. This updated agreement represents
15 a more structured approach to patient transport services for our residents and demonstrates
16 Volusia County's long-term commitment to allowing municipalities to provide emergency and
17 non-emergency transport services to their citizens.

18
19 **Comparison of the 2019 Agreement and the Proposed 2024 MTP Agreement:**

20 **1. Fee Structure:**

- 21 ○ **2019 Agreement:** The County retained an administrative fee of 10% from
22 collected transport fees.
- 23 ○ **2024 Proposed Agreement:** The administrative fee has been reduced to 7.5%,
24 providing more financial return to the Town for each transport, estimated at an
25 additional \$11-\$12 more per call, totaling \$5,000-\$6,000 more per year.

26 **2. Non-Compliance Penalties:**

- 27 ○ **2019 Agreement:** Offenses were categorized into warnings, probation, and
28 eventual termination of the agreement after repeated offenses.

29 ○ **2024 Proposed Agreement:** The same structure remains, but now includes more
30 defined processes for addressing non-compliance and offers improved oversight
31 by the Volusia County Emergency Medical Administration Division, reinforcing
32 compliance measures.

33 **3. Service and Operational Improvements:**

34 ○ **2019 Agreement:** Utilized the Automatic Vehicle Locator (AVL) system for the
35 closest available transport response.

36 ○ **2024 Proposed Agreement:** The updated agreement enhances response with the
37 use of GPS technology, ensuring the closest available transport unit is assigned.
38 The program also allows participating municipalities to self-assign transport units
39 for structure fire incidents, improving EMS coordination.

40 **4. Shift Operations:**

41 ○ **2019 Agreement:** Required a minimum of 12-hour shifts for transport units with
42 approval needed for any alterations.

43 ○ **2024 Proposed Agreement:** Maintains the 12-hour shift requirement but has
44 further clarified the reporting processes for out-of-service times.

45 **5. Cancellation Policy:**

46 ○ **2019 Agreement:** Required 90 days' notice for withdrawal from the program.

47 ○ **2024 Proposed Agreement:** The updated agreement extends the notice period to
48 180 days, offering more flexibility to both the Town and the County during the
49 transition period before discontinuation.

50
51 These changes to the latest Municipal Transport Interlocal Agreement will allow Ponce Inlet to
52 continue providing the same high level of transport services as before, while adding efficiencies
53 to the county-wide EMS system.

54
55 **Conclusion and Recommendation:**
56 Staff recommends that the Town Council approve the proposed 2024 Municipal Transport
57 Program (MTP) Agreement. The agreement not only preserve the high-quality EMS services that
58 Ponce Inlet residents have come to rely on but also introduces operational improvements and
59 efficiencies.

INTERLOCAL AGREEMENT AND
APPLICATION FOR PARTICIPATION IN THE
MUNICIPAL TRANSPORT PROGRAM

In support of a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations, as a condition of participation as a municipal transport provider, the Town of Ponce Inlet agrees to:

1. Operate under the certificate of public convenience and necessity, advanced life support transport issued to the County of Volusia.
2. Operate within the parameters outlined below, or amended in writing by the County of Volusia.
 - a. The County and the Town of Ponce Inlet agree to operate in a coordinated closest available transport unit response strategy.
 - b. All transport capable units will respond and provide patient transport service to any address in which an emergency (CAD priority =E or =1E) request is made. The closest available unit will be determined by global positioning system (GPS), whenever possible. Municipal fire transport units will respond as the closest available transport unit to non-emergency (priority ≠E or ≠1E) incidents located within the boundaries of that fire unit's municipality.
 - c. All authorized transport vehicles shall be permitted by the Florida Department of Health through the county's license as transport capable. Basic life support, advanced life support, or dual permitting is permissible.

3. To optimize the availability of transport capable units and eliminate duplication, only one transport unit shall be assigned to the initial dispatch response request for both emergency and non-emergency assignments. Participating agencies in the municipal transport program may exercise the option of self-assigning their transport assets to structure fire incidents within their districts for staffing purposes.
4. Municipal transport units dispatched to any working fire incident shall serve as the sole assigned transport unit for standby. Note: If a known patient requires treatment/transport upon initial dispatch, the closest transport unit will be dispatched as closest unit response. At that point the next arriving municipal transport unit will become the primary fire standby unit.
5. Municipal transport units must operate in shifts of not less than twelve (12) hours per shift and operate on a set weekly schedule. Any alterations to the deployment schedule must be approved by the Emergency Medical Administration division. Additionally, the Town shall immediately advise the communications center of any temporary changes in unit availability. Municipal transport units are permitted to be placed out of service for no greater than one (1) hour per shift. For any instance greater than one (1) hour, the agency must report the out of service time with explanation to the Emergency Medical Administration division for review.
6. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated thereunder and in accordance with local requirements established by the EMS Medical Director.
7. The Town of Ponce Inlet agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS

Medical Director and/or Emergency Medical Administration division. The Emergency Medical Administration division may review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Agency Chief.

8. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff. The Town of Ponce Inlet shall notify the Emergency Medical Administration division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.
9. As determined by the Emergency Medical Administration division, failure to satisfactorily comply with any provisions of this agreement may result in forfeiture of reimbursement related either to the transport event in question and/or for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this agreement.
 - a. First offense = Notice of Non-Compliance – Warning
 - b. Second offense (like infraction in 26-week period) = Notice of Non-Compliance – Probation (26 weeks)
 - c. Third offense (like infraction during probation) = Notice of Non-Compliance - Termination of Agreement (County Manager signature)
 - d. Any agency which is issued a termination of agreement letter would have to appeal to the County Manager.
10. The Town of Ponce Inlet shall ensure that the Emergency Medical Administration division has current employment data on all employees eligible to participate in the Municipal

Transport Program. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The Town of Ponce Inlet shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General. This audit shall occur annually and occur within twelve months of the previous audit.

11. The Town of Ponce Inlet shall indemnify and hold harmless the County of Volusia for claims that may arise from the Town of Ponce Inlet's negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney's fees; expense of defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the Town of Ponce Inlet. Regardless of the foregoing, both the Town and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the Town's indemnification obligations hereunder shall not be interpreted or construed as requiring the Town to insure or indemnify the County for the County's negligence or to assume any liability for the County's negligence in contravention of the requirements of §768.28(19), Florida Statutes.
12. The Town shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched.

Billing submissions will be subject to review and approval by the County. The Town will provide and maintain the requisite hardware and software.

13. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of seven and one-half percent (7.5%). Fees for services are set by the Volusia County Council.
14. As a condition of participation under the Municipal Transport Program, the Town of Ponce Inlet shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.
15. Should the Town wish to discontinue participation in the Municipal Transport Program, the Town shall submit a letter to the County no less than one hundred eighty (180) days in advance of requested cancellation date. The Town shall continue to provide the agreed upon service for the duration of the 180 day notice. Withdrawal from the Municipal Transport Agreement precludes the Town from reapplying into the Municipal Transport Program for a period of two years.
16. Consideration for increasing the number of municipal transport units shall be evaluated by the Emergency Medical Administration division. Consideration will include, but is not limited to, an analysis to determine if the proposed services are needed to improve the overall capability of the system; the effect of the proposed addition on existing services, including location of the proposed transport asset; and the effect of the proposed services

on the overall cost of medical transportation. Approval shall be provided in writing to the requesting participant prior to the proposed expansion.

17. The parties agree that upon acceptance and approval by the Town and County, all prior transport agreements, including but not limited to the contingency emergency medical transport (CEMT), non-emergency transport program (NETP), and peak load utilization strategy (PLUS), and closest available response element (CARE) between the Town and County are terminated. This Agreement supersedes all prior transport agreements between the Town and County.
18. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the Town of Ponce Inlet) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, this application shall become a binding interlocal agreement between the Town and the County authorizing the Town to conduct emergency or non-emergency transport within or outside its municipal boundaries pursuant to the terms and conditions contained herein.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Town of Ponce Inlet agrees to enter into this Interlocal Agreement with the County of Volusia, affirms that all of the above requirements in the application for participation in the Municipal Transport Program have been met and will be maintained for the duration of the municipality's participation in the Municipal Transport Program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida

By: _____
Jeffrey S. Brower, COUNTY CHAIR

ATTEST:

George Recktenwald, COUNTY MANAGER

TOWN OF PONCE INLET, a municipality of the COUNTY OF VOLUSIA

Lois Paritsky, MAYOR

Michael E. Disher, TOWN MANAGER

TOWN SEAL:

ATTESTED BY: _____
Kim Cherbano, TOWN CLERK



MEMORANDUM

TOWN OF PONCE INLET, FINANCE DEPARTMENT

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

To: Michael E. Disher, AICP, Town Manager
From: Steven Wargo, Public Works Director
Date: January 8, 2025
Subject: Request for Purchase Order Increase – Thompson Consulting Services

MEETING DATE: January 16, 2025

Thompson Consulting Services (TCS) has been assisting the Town with debris removal monitoring from Hurricane Milton last year. Debris removal monitoring involves documenting the location, type, and volume of debris collected after a natural disaster. This documentation is required to obtain reimbursement from FEMA for debris-hauling expenses. The Town has been pleased with the services and results provided by TCS for the debris removal monitoring.

On October 24, 2024, the Town issued a Purchase Order in the amount of \$23,520 to TCS to provide debris management services in response to Hurricane Milton. The proposal for this PO was based on an initial estimate from Crowder Gulf, the debris cleanup company, stating the cleanup would only take 10 days. However, by the time it was finished, the debris cleanup took 16 days. On December 17, 2024, staff received an invoice from TCS based on the 16-day cleanup time, which includes a breakdown of the cost by the number of days TCS participated in the monitoring and reporting. The Town is now responsible for the 6 days that the cleanup ran over the originally proposed 10 days, for a total amount \$35,876.50. This specific request is for an additional \$12,356.50 based on the actual hours expended.

Staff is in support of this request for an additional \$12,356.50 and respectfully requests Council's support as well. Since this hurricane expenditure is not budgeted as part of the FY 24/25 budget, staff is recommending using funds available in the **Disaster Recovery Fund account**. Your consideration is greatly appreciated.



MEMORANDUM

TO: Town of Ponce Inlet, Florida (various members)

FROM: Thompson Consulting Services

DATE: 01/08/2025

SUBJECT: Request for Increase to Purchase Order for Disaster Debris Removal Monitoring Services

DISTRIBUTION: Town of Ponce Inlet (various members)

This memorandum contains a request and justification for an increase to the Purchase Order amount for Disaster Debris Removal Monitoring Services for Hurricane Milton.

Background

On October 22, 2024, Thompson submitted an estimated budget and scope of work to perform disaster debris removal monitoring services for the Town of Ponce Inlet, Florida in accordance with a work plan that had been provided by the Town's Debris Hauler, Crowder Gulf. The original work plan estimated that field operations to collect vegetative debris from Hurricane Milton would not extend beyond 10 working days. Therefore, Thompson's original budget and scope estimate was based on a 10-day period of performance.

Exhibit 1: Original Budget Estimate

Debris Removal Monitoring Services

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Day	Est. Days	Est. Total
Project Manager	\$64.00	1	2	10	\$1,280.00
Field Supervisors	\$45.00	1	12	10	\$5,400.00
Loading Site Monitors	\$36.00	2	12	10	\$8,640.00
Disposal Site Tower Monitors	\$35.00	1	12	10	\$4,200.00
Data Manager	\$50.00	1	8	10	\$4,000.00
			Estimated Total		\$23,520.00

Changes to Field Operations and Debris Hauler Work Plan

At the beginning of the operation, the subcontractor assigned to the Town was removed from the project which resulted in a short operational delay. Due to the size of the project and geographical constraints, the Debris Hauler was also unable to establish a temporary debris management site (TDMS) to expedite curbside debris removal and instead had to haul the vegetative debris directly to the final disposal site (FDS), Tomoka Farms Landfill. The turnaround time to the FDS well exceeded an hour for each load. As a result, debris removal operations extended beyond the original 10-day period of performance. In total, field operations lasted 15 days which resulted in additional costs for debris monitoring services which are tracked hourly.

Request

For the operational period from 10/23/24 through 11/29/24, the total cost for our services is \$34,056.50 as detailed on invoice #2410000101. Thompson respectfully requests that the Town of Ponce Inlet increase our Purchase Order to account for the extended field operations beyond the original 10-day period of performance. In addition, while field operations are complete, Thompson must account for data management hours in December associated with data management and invoice reconciliation as well as complete invoice reconciliation in January for Crowder Gulf invoices. Thompson is currently reconciling internal time for these services but provides the following estimate:

Exhibit 2: Estimated Additional Monitoring Costs

Debris Removal Monitoring Services_ Est. December/January Services

Positions	Hourly Rate (\$)	Est. Staff	Est. Hours	Est. Total
Project Manager	\$64.00	1	5	\$320.00
Data Manager	\$50.00	1	30	\$1,500.00
			Estimated Total	\$1,820.00

The following table provides a summary of the budget estimate, incurred cost to date, and anticipated remaining costs to be invoiced to the Town:

Exhibit 3: Debris Monitoring Cost Summary

Debris Removal Monitoring Services_ Cost Breakdown

Description	Total
Original 10-Day Budget Est. (PO)	\$23,520.00
Actual Invoiced Monitor Costs	\$34,056.50
Est. Budget for Remaining Costs	\$1,820.00
Total Estimated Monitor Costs*	\$35,876.50
Total exceeding original PO	\$12,356.50

*All services performed within FEMA 100% reimbursement period for Hurricane Milton

If you have any questions concerning this memorandum, please contact:

- Nicole Lehman, Director of Client Services 407.756.7589; nlehman@thompsoncs.net
- Oliver Yao, Vice President 407.462.0628; oyao@thompsoncs.net



thompson
CONSULTING SERVICES

October 22, 2024

Jerri Hall
Assistant Finance Director
4300 S. Atlantic Ave.
Ponce Inlet, Florida 32127

Electronically submitted to: jhall@ponce-inlet.org and swargo@ponce-inlet.org

RE: **Disaster Debris Monitoring Services Budget Estimate | The City of Ponce Inlet, FL**

Dear Ms. Hall,

Thompson Consulting Services (Thompson) is pleased to submit the following budget estimate to provide debris removal monitoring services to the City of Ponce Inlet, FL (City). The scope and budget have been prepared based on Thompson’s current understanding of the scope of work and assumptions provided below. The following table provides an estimated budget total, the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Cost Proposal and Schedule

The following table provides an estimated budget total as well as the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Debris Removal Monitoring Services

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Day	Est. Days	Est. Total
Project Manager	\$64.00	1	2	10	\$1,280.00
Field Supervisors	\$45.00	1	12	10	\$5,400.00
Loading Site Monitors	\$36.00	2	12	10	\$8,640.00
Disposal Site Tower Monitors	\$35.00	1	12	10	\$4,200.00
Data Manager	\$50.00	1	8	10	\$4,000.00
Estimated Total					\$23,520.00

Assumptions to the Estimate:

- An average of **2** debris collection crews
- Estimated **10** days to complete right-of-way collection and disposal operations
- Estimated **1** final disposal site

It is Thompson's objective to deliver our services at or below the budget estimate for the period of performance. Staffing levels are projected based on estimated crew configurations and average monitor needs per crew. As needs change, or as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly. In the event that Thompson exceeds the hourly billings outlined above, Thompson will immediately notify the City in writing. Deviations from the budget may occur if the City requests changes to the level of assistance Thompson is to provide.

Thompson is looking forward to assisting the City with its disaster recovery. If you have any questions concerning this letter proposal, please contact Thompson.

Oliver Yao, Vice President 407.462.0628; oyao@thompsoncs.net

Nate Counsell, Executive Vice President 407.619.2781; ncounsell@thompsoncs.net

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle

President, Thompson Consulting Services



TOWN OF PONCE INLET

4300 S. Atlantic Avenue
Ponce Inlet, FL 32127

PURCHASE ORDER

PO Number: 24-24672

Date: 10/23/2024

Requisition #: REQ00008066

Vendor #: 03881

ISSUED TO: THOMPSON CONSULTING SERVICES, LLC
2601 MAITLAND CENTER PARKWAY
MAITLAND, FL 32751-

SHIP TO: TOWN HALL
Attn:
4300 S. ATLANTIC AVE
PONCE INLET, FL 32127

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 DEBRIS MONITORING - HURRICANE MILTON	008-0008-525-3409		0.00	23,520.00

E-VERIFY REQUIREMENT: THE CONTRACTOR AND ITS SUBCONTRACTORS PERFORMING WORK AND PROVIDING SERVICES UNDER A RESULTING AGREEMENT WILL UTILIZE THE US DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO VERIFY THE EMPLOYMENT ELIGIBILITY OF ALL NEW EMPLOYEES HIRED BY THE CONTRACTOR/SUBCONTRACTOR DURING THE AGREEMENT TERM. ALL COST INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN TERMINATION OF THE AGREEMENT BY THE TOWN.

Authorized by: Kim McColl

Authorized by: Mikel E. [Signature]

SUBTOTAL:	23,520.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	23,520.00

- Original invoice with remittance slip must be sent to: Town of Ponce Inlet, 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Town.
- All goods and equipment must meet or exceed all necessary town, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The Town is exempt from all federal excise and state tax – ID# 85-8012558222c-2

PHONE: (386) 236-2150 FAX: (386) 322-6717



Meeting Date: 1/16/2025

Agenda Item: 8-A

Report to Town Council

Topic: Appointments to the Code Enforcement Board.

Summary: Please see attached staff report and supporting documents.

Suggested motion: As determined by Council.

Requested by: Ms. Stewart, Assistant Deputy Clerk

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet / Office of the Town Clerk

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

To: Michael E. Disher, Town Manager
From: Debbie Stewart, Assistant Deputy Clerk
Through: Kim Cherbano, Town Clerk
Date: January 9, 2025
Subject: Re-appointments to the Code Enforcement Board

MEETING DATE: January 16, 2025

The Code Enforcement Board consists of seven seats: five (5) Regular seats with staggered three-year terms and two (2) Alternate seats each with one-year terms. On December 31, 2024, the terms for Regular Seat 1, currently held by Elena Richards, Regular Seat 4, currently held by John Michel, and Alternate Seat 1, currently held by Rick Fuess expired; and Alternate Seat 2 is currently vacant. Both Ms. Richards and Mr. Michel have expressed interest in continuing to serve on this Board and are compliant with the standards established by Resolution 2013-02. An application has not been received from Mr. Fuess.

Suggested motion:

- At Council's discretion.

Attachment(s):

1. 2024 Board member attendance matrix
2. Application from Ms. Richards
3. Application from Mr. Michel



CODE ENFORCEMENT BOARD

MEMBER ATTENDANCE LOG – 2024

NAME	Rolling Year Ends	January	February	March	April	May	June	July	August	September	October	November	December	Number of Meetings	Total Absences	
Richards, Elena; Seat 1		P	P	P	C	P	P	P	C	C	C	P	C	7	0	
VanValkenburgh, David; Seat 2	---	P	P	P		P	A	P				P		P	7	1
Finch, Pete; Seat 3	---	P	P	P		P	P	P				P		P	7	0
Michel, John; Seat 4	---	P	P	P		P	P	P				P		P	7	0
Cannon, Kathy; Seat 5	7/2024	P	P	P		P	P	P				P		P	7	0
Fuess, Rick; Alternate 1	3/2025	P	P	A		A	P	P				P		P	7	2
Rij, Karen, Alternate 2		P	P	P		P	P	P				P		P	7	0

Legend:

P – Present

A – Absent

LOA – Leave of Absence

C¹ = Cancelled

R = Resigned

Information submitted by:


 Debbie Stewart, Assistant Deputy Clerk

December 31, 2024

Date

REMOVAL FROM OFFICE – per FS Chapter 162.05(3)e: *If a member fails to attend two of three successive meetings without cause and without prior approval of the Chair, the seat will be declared vacant, and the Council shall be notified. Per Town Resolution 2013-02, if a member has either three consecutive absences or five total absences within one rolling year (from regular meetings), that member shall be automatically removed from the Board.*



Town of Ponce Inlet
4300 South Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2180

Application for appointment to the
CODE ENFORCEMENT BOARD

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

Each member of the Board shall be a qualified elector of the Town of Ponce Inlet and preference for appointment will be given to full-time residents per Section 2-91(g) of the Town's Code of Ordinances. Meetings are held at 9:30 am on the fourth Monday of each month in the Council Chambers at 4300 S. Atlantic Ave, Ponce Inlet, FL.

All actions and duties of the Code Enforcement Board shall be governed by Chapter 162, Florida Statutes.

Name: Elena M. Richards

Address: 54 Ocean Way Drive, Ponce Inlet 32127

Daytime Telephone: Cell: 603-785-6993

E-mail address: elenar0417@gmail.com

Residency: Full-time Part-time

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

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

Architecture Real Estate Business Ownership/Management

Engineering General Contracting/Construction

If yes, please explain:

Do you have any training and/or experience in Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? . If so, please describe: Yes, prior member of the CEB and trained in all proceedings. Also, I am currently working as a self-employed Paralegal and possess extensive working knowledge of many forms of legal proceedings throughout my career and education.

Have you reviewed the Boardmember Training Information handouts and video regarding Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? . If so, please provide the date of review: . Yes, January, 2024.

Please provide additional information and/or interests you feel may be helpful when considering your application for board appointment: Active in many community events which provides a better understanding of the needs of our community.

PLEASE NOTE: Those seeking appointment to the Code Enforcement Board must attend one regular Board meeting *prior* to application submittal. *Please indicate meeting date:* . Several throughout 2024.

In addition, Boardmember must file a **Form 1 Statement of Financial Interests** within thirty days of appointment (as required by the State Commission on Ethics) and filed annually. Your completed Form 1 **must be submitted with your initial application for appointment** to ensure this requirement is met.

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

Signature of Applicant Date

Elizabeth Richards *1/8/2025*

STAFF USE ONLY

Application received by Date:

Debbie Stewart *1/8/25*

Residency verified? FL Driver's License Other: *Knew*

Voter Registration verified? Date: By: *1/8/25*

Council meeting date: Email / Letter sent: *1/16/25*

Appointment **APPROVED** Appointment **DENIED**



Town of Ponce Inlet
4300 South Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2180

Application for appointment to the
CODE ENFORCEMENT BOARD

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

Each member of the Board shall be a qualified elector of the Town of Ponce Inlet and preference for appointment will be given to full-time residents per Section 2-91(g) of the Town's Code of Ordinances. Meetings are held at 9:30 am on the fourth Monday of each month in the Council Chambers at 4300 S. Atlantic Ave, Ponce Inlet, FL.

All actions and duties of the Code Enforcement Board shall be governed by Chapter 162, Florida Statutes.

Name: John P. Michel

Address: 4321 South Peninsula Ave

Daytime Telephone: 609 287 2770 Cell: 609 287 2770

E-mail address: paulfishbeach5@aol.com

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

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

- Architecture
- Real Estate
- Business Ownership/Management
- Engineering
- General Contracting/Construction

If yes, please explain: _____

My field has been the installation of Elevators and Escalators for Otis Elevator and others.

Do you have any training and/or experience in Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? Yes. If so, please describe: I have been on the CEB for many years

and I have been well versed in Parliamentary Procedure, Sunshine Law and QuasiJudiccial

proceedings.

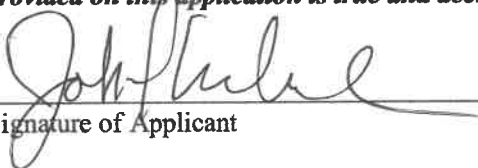
Have you reviewed the Boardmember Training Information handouts and video regarding Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? Yes. If so, please provide the date of review: On going reviews as needed.

Please provide additional information and/or interests you feel may be helpful when considering your application for board appointment: I have been on the CEB for many years and that service should be recognized as a positive when considering this re-application.

PLEASE NOTE: Those seeking appointment to the Code Enforcement Board must attend one regular Board meeting *prior* to application submittal. Please indicate meeting date: November 25, 2024.

In addition, Boardmember must file a **Form 1 Statement of Financial Interests** within thirty days of appointment (as required by the State Commission on Ethics) and filed annually. Your completed Form 1 **must be submitted with your initial application for appointment** to ensure this requirement is met.

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


Signature of Applicant

January 8, 2025
Date

STAFF USE ONLY	
Application received by: <u>Debbie Stewart</u>	Date: <u>1/8/25</u>
Residency verified? <input checked="" type="checkbox"/> FL Driver's License <input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> Voter Registration verified? Date: <u>1/8/25</u>	By: <u>DS</u>
<input type="checkbox"/> Council meeting date: <u>1/16/25</u>	Email / Letter sent: _____
<input type="checkbox"/> Appointment APPROVED	<input type="checkbox"/> Appointment DENIED



Meeting Date: 1/16/2025

Agenda Item: 8-B

Report to Town Council

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

Summary: Please see attached staff report and supporting documents.

Suggested motion: As determined by Council.

Requested by: Ms. Gjessing, Assistant Deputy Clerk

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet / Office of the Town Clerk

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

To: Michael E. Disher, Town Manager
From: Stephanie Gjessing, Assistant Deputy Clerk
Through: Kim Cherbano, Town Clerk
Date: January 8, 2025
Subject: Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board

MEETING DATE: January 16, 2025

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

Ms. Jair Kessler has applied for appointment to Alternate Seat 1. Her voter status has been confirmed and she has met Council's requirements of eligibility for board appointment.

Suggested motion:

- At Council's discretion.

Attachment(s):

1. Application from Ms. Kessler

RECEIVED



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

DEC 20 2024

BY: SG

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

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

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

Name: JAIR KESSLER
Address: 81 BUSCHMAN DRIVE
Daytime Telephone: 917-539-8706 Cell: 917-539-8706
E-mail address: jair.kessler@nyu.edu

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Archaeology | <input checked="" type="checkbox"/> Historic Preservation | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Architecture | <input checked="" type="checkbox"/> History | <input type="checkbox"/> Tree Preservation |
| <input type="checkbox"/> Environmental Science | <input type="checkbox"/> Landscape Architecture | |

If yes, please explain: One of my jobs at NYU was running an Institute for the study of contemporary Europe and the US. I have learned about Historic Preservation through my volunteer work on this Cultural Board.

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

Have you reviewed the Boardmember Training Information handouts and video regarding Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? Yes. If so, please provide the date of review: July 2024.

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

As Alternate 1 on the Cultural Board for the past couple of years, I would like to keep my Alternate position on this Board. I want to continue to contribute my service to Ponce Inlet by remaining involved in its Town Council.

MEETING ATTENDANCE REQUIREMENT: Those seeking appointment to the Cultural Services, Historic Preservation, and Tree Preservation Advisory Board must have attended a meeting of the board *prior* to application submittal.

Please indicate meeting date attended: 12/02/24.

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

Signature of Applicant Jean Kessler Date 12/20/24

STAFF USE ONLY	
Application received by: <u>Stephanie Gjessing</u>	Date: <u>12/20/2024</u>
Proof of residency verified: <input type="checkbox"/> FL Driver's License	<input checked="" type="checkbox"/> Other: <u>property appraiser</u>
<input checked="" type="checkbox"/> Voter Registration verified?	Date: <u>10/24/24</u>
Membership or Meeting Attendance verified: <input checked="" type="checkbox"/> YES	Board name: <u>CSB</u>
Date of Council meeting: <u>1/16/25</u>	Confirmation sent: _____
<input type="checkbox"/> Appointment APPROVED	<input type="checkbox"/> Appointment DENIED



Meeting Date: 1/16/2025

Agenda Item: 8-C

Report to Town Council

Topic: Discussion – National League of Cities’ Service Line Warranty Program.

Summary: Please see attached staff report and supporting documents.

Suggested motion: As determined by Council.

Requested by: Mr. Disher, Town Manager

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet – Office of the Town Manager

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

To: Ponce Inlet Town Council
From: Michael E. Disher, AICP, Town Manager
Date: January 8, 2025
Subject: Discussion – National League of Cities’ Service Line Warranty Program

Meeting Date: January 16, 2024

On December 19, 2024, the Town Council heard a presentation about the National League of Cities’ service utility line warranty program¹. Following the presentation, the Council requested additional information be brought back to a subsequent meeting as an agenda item for discussion.

This program provides warranty and repair services for residential property owners affected by water and sewer line breaks on their property. Such breaks on private property are typically the responsibility of the property owner, whereas local governments are responsible for breaks in the public right-of-way. The program works in partnership with local government utilities to provide extra coverage to residential property owners on their property. The program is voluntary to property owners, and does not carry any costs to the local government.

The program is run by HomeServe², which handles marketing, enrollment, contracting, and billing of all repairs. The local government receives a 10% royalty off of any premiums collected. In exchange, the local government is asked to grant HomeServe a license allowing use of its official logo for marketing and branding purposes, making clear that the government and HomeServe are separate entities. The terms of this arrangement are contained in a Marketing Agreement to be signed by both parties.

Please find the following additional information attached to this memo:

- Copy of December 19, 2024 presentation
- Memo from HomeServe explaining the general terms of the coverage being offered
- Draft Marketing Agreement (note: has not been reviewed by the Town Attorney)

¹ For more information, see: <https://www.nlc.org/partner/nlc-homeserve/>

² See: <https://partnerships.homeserve.com/water-solutions/>

- Screenshot from City of Sanford webpage referencing the Service Line Program, as an example.


This material is provided for informational purposes only at the Council's request. If the Council wishes to proceed with this program, the draft marketing agreement will be reviewed for legal form and content. Staff will also have further discussions with HomeServe about implementing the program Ponce Inlet. The additional information will then be brought back to Council final consideration.

NLC Service Line Warranty Program

by



Ashley Shiwarski
Sr. Director, Business Development
Ashley.Shiwarski@homeserveusa.com
412-874-9454 (cell)



NLC Service Line Warranty Program by HomeServe



Offering services for over 20 years



4.8 out of 5 stars customer satisfaction



Program endorsed since 2010

“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

*Clarence Anthony, Executive Director
National League of Cities*



HomeServe Key Statistics*

- Over **4.8 million** customers
- Over **8.5 million** policies
- Over **1,200** municipal and utility partnerships
- Job serviced **every 34 seconds**
- Customer savings to date: **over \$2 Billion**

* As of January 2023



NLC Service Line Warranty Program by 

©2023 HomeServe USA Corp. PROPRIETARY AND CONFIDENTIAL

2

Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- City is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



NLC Service Line Warranty Program by HomeServe

Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them on repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported having \$500 or less or no money set aside for a home repair emergency. (Harris Poll/HomeServe 2021)



Solution for Municipalities and their Residents



Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs

Educates residents about their responsibility for exterior lines



Municipality/Utility



Reduces calls to the Utility



Timely repairs reduce water loss from line breaks - use of local contractors infuses money into the local economy



Turnkey program - provides marketing, billing, claims, customer service



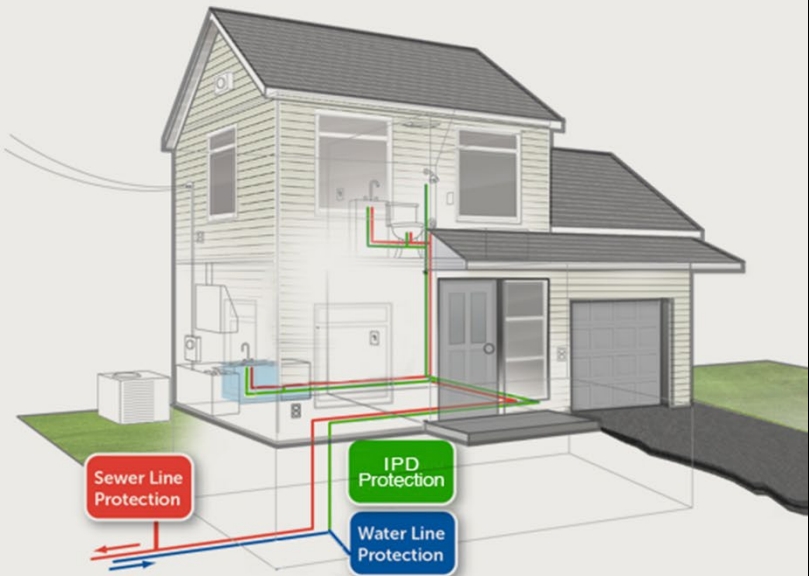
No cost for the municipality/utility to participate



NLC Service Line Warranty Program



Endorsed by



Optional Homeowner Protection



External Water Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



External Sewer Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



In-home Plumbing & Drain

Up to \$3,000 per incident on all water, sewer, and drain lines inside the home after point of entry



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



Homeowner opt in or out at any time - no penalty



Toll-free emergency number available 24 hours a day, 365 days a year



No pre-inspection - 30 day waiting period



Locally based, fully licensed and vetted contractors



Guaranteed repairs



Homeowner Education

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only – Limited to 3 mailing campaigns per year
- Partner must review and approve marketing material before each and every campaign
- Marketing clearly states city does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, phone or web

Revenue Share

- Non-tax revenue share for the City/Town
- City/Town utilize funds for important initiatives including:
 - ✓Infrastructure improvements
 - ✓Low-income assistance/community charities
 - ✓Partially offset rate increases



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CURRENT FLORIDA PARTNERS (31)

- *Town of Havana*
- *City of Hallandale Beach*
- *City of Riviera Beach*
- *City of Lake Wales*
- *Village of Pinecrest*
- *City of Longwood*
- *City of Sanford*
- *Town of Pembroke Park*
- *City of Mary Esther*
- *City of Dania Beach*
- *City of N. Miami Beach*
- *City of Miramar*
- *City of Pompano Beach*
- *Town of Eatonville*
- *City of Winter Haven*
- *City of Valparaiso*
- *City of Opa locka*
- *City of Mount Dora*
- *City of Lauderdale Lakes*
- *City of Deerfield Beach*
- *City of Lake Worth Beach*
- *City of Wildwood*
- *City of Haines City*
- *Village of Biscayne Park*
- *City of Miami Springs*
- *Town of Hilliard*
- *City of Bowling Green*
- *City of Punta Gorda*
- *Village of Indiantown*
- *City of Fellsmere*
- *City of Arcadia*

NLC Service Line
Warranty Program by 

©2023 HomeServe USA Corp. PROPRIETARY AND CONFIDENTIAL

9

Our Promise:

We will be a trusted steward
of your brand and reputation.


Questions?

For more information contact:

Ashley Shiwarski
Sr. Director, Business Development
Ashley.Shiwarski@homeserveusa.com
412-874-9454

NLC Service Line
Warranty Program by 





RECOMMENDATION: It is recommended that Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to Town Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and, will help the Town of Ponce Inlet to achieve its goals by:


- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines.
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the Town.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The Town will receive a royalty 10% of the premiums collected.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other



plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the Town
External Water Line	\$5.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
External Sewer Line	\$7.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
In-Home Plumbing	\$9.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

IMPLEMENTATION: The NLC Service Line Program will utilize the Town logo to brand the materials used to educate Town residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the Town are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the Town and will submit all marketing/communications materials to the Town for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the Town to participate and the Town would receive 10% of the premiums collected, paid annually.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the Town of Ponce Inlet, Florida (“**Town**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with Town, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the Town own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, Town desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Town grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Town Obligations.**

A. **Grant of License.** Town grants to SLWA a license (“**License**”) to use Town’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by Town or its affiliates (“**Marks**”), which may include the use of Town’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to Town’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA’s marketing activities, Town shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that Town extends a similar license to a competitor of SLWA during the Term, Town shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

- i. If Town elects to do so, Town may provide SLWA with “zip code” data for Customers in an agreed-upon format. If Town further elects to do so, Town may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by Town, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by Town to SLWA, Customer Data shall remain Town’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that Town provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, Town may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay Town a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by Town to SLWA, Town warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. Town is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a Town, or other instrumentality of the United States, or any state, county, Town, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of Town, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent

or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("Associated Person") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of Town, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Town:
Town of Ponce Inlet
ATTN: Mike Disher
4300 S Atlantic Ave.
Ponce Inlet, FL 32127-6904
email: mdisher@ponce-inlet.org
Phone: (386) 236-2150

To: SLWA:
Utility Service Partners Private Label, Inc.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Attention: Michael Backus, Chief Growth Officer
email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Florida, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Florida, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and Town are committed to conducting their business activities with the highest standards of honesty and integrity. Town acknowledges that it has received and reviewed SLWA’s Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and Town agrees to abide by SLWA’s Business Partner Code of Conduct as a material condition of this Agreement. Should Town suspect or become aware of any actual or suspected violation of SLWA’s Business Partner Code of Conduct, Town shall promptly notify SLWA or its anonymous ethics hotline (see SLWA’s Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TOWN OF PONCE INLET

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Michael Backus
Title: Chief Growth Officer

FROM CITY OF SANFORD UTILITY DEPARTMENT WEB PAGE

The screenshot shows the City of Sanford Utility Department website. At the top left is the City of Sanford logo. To its right are navigation links: Government, Residents, Business, Visitors, and How Do I. A search icon and a 'Contact Us' button are on the far right. Below the navigation is a red 'View Current' button. On the left is a vertical menu with items: Water & Sewer Utilities, Establish Utility Service, Bill Payment, Pretreatment, Water Conservation, Unidirectional Flushing Program (UDF), and Water Meter Replacement Program. Below this menu is another vertical list of items: Lead Safe Community, Water Quality 1,4 _Dioxane, Vacuum Sewer, 2024 Water Quality Report, 2023 Water Quality Report, and 2022 Water Quality Report. The main content area is titled 'Utility Department Frequently Asked Questions' and contains six expandable questions. The last question is expanded, showing its answer.

View Current

- Water & Sewer Utilities
- Establish Utility Service
- Bill Payment
- Pretreatment
- Water Conservation
- Unidirectional Flushing Program (UDF)
- Water Meter Replacement Program

- Lead Safe Community
- Water Quality 1,4 _Dioxane
- Vacuum Sewer
- 2024 Water Quality Report
- 2023 Water Quality Report
- 2022 Water Quality Report

Utility Department Frequently Asked Questions

- What do I do if my water bill is too high?
- Who reads my water meter?
- What is a boil water notice?
- What do I do if I have poor water quality (i.e. taste; odor; discoloration)?
- What programs does the City of Sanford have if you need assistance with your water bill?
- What is the Service Line Warranty program for individual's water or sewer service line?

The NLC Service Line Warranty Program offers protection against normal wear and tear, which is not covered under most traditional homeowners policies. If lines break, leak or clog – SLWA will repair the line using local, licensed contractors who are familiar with local code and can ensure a timely response. This program provides up to \$4,000 in coverage with an additional allowance for Public Street or sidewalk cutting. Additionally, the program has no annual or lifetime limits, service fees or deductibles – just protection when you need it most and just what you would expect from a National League of Cities program. For questions about this service, or to enroll, please contact Service Line Warranties of America at 866-922-9006 or visit www.SLWofA.com.

“What is the Service Line Warranty program for individual’s water or sewer service line?”

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Meeting Date: 1/16/2025

Agenda Item: 10-A

Report to Town Council

Topic: Second reading of Ordinance 2025-01 (renumbered from 2024-10), Repealing Sec. 50-1 & Sec. 50-2 of the Town Code of Ordinances Relating to the Prohibition of Aggressive Solicitation with the Town of Ponce Inlet.

Summary: The Town Council approved first reading of this ordinance on December 19, 2024. The ordinance was drafted in response to the Town Council's directive during the October 17, 2024 Town Council meeting to repeal Code of Ordinances Sec. 50-1 (Definitions) and Sec. 50-2 (Aggressive Solicitation Prohibited), as recommended by the Town Attorney. The staff report from the first reading is attached for reference.

Suggested motion: Staff recommends approval of proposed Ordinance 2025-01, Repealing Sec. 50-1 & Sec. 50-2 of the Town Code of Ordinances Relating to the Prohibition of Aggressive Solicitation within the Town of Ponce Inlet.

Requested by: Chief Glazier, Police Chief

Approved by: Mr. Disher, Town Manager



MEMORANDUM

PONCE INLET POLICE DEPARTMENT – OFFICE OF THE POLICE CHIEF

THE TOWN OF PONCE INLET STAFF SHALL BE PROFESSIONAL, CARING, AND FAIR IN DELIVERING COMMUNITY EXCELLENCE WHILE ENSURING PONCE INLET CITIZENS OBTAIN THE GREATEST VALUE FOR THEIR TAX DOLLAR.

TO: Michael E. Disher, AICP, Town Manager

FROM: Jeff Glazier, Police Chief

DATE: December 4, 2024

SUBJECT: Ordinance 2024-10 - Repealing Sec. 50-1 & Sec. 50-2 of the Town Code of Ordinances Relating to the Prohibition of Aggressive Solicitation with the Town of Ponce Inlet

Meeting Date: December 19, 2024

During the October 17, 2024 Town Council meeting, staff was given direction to draft an ordinance repealing Code of Ordinances Sec. 50-1 (Definitions) and Sec. 50-2 (Aggressive Solicitation Prohibited). This was a result of the analysis and recommendation provided by the Town Attorney's office. (**Attached**). The analysis showed ordinances prohibiting panhandling are content-based regulations of speech, which are presumptively unconstitutional and are subject to strict legal scrutiny.

Instead, the Ponce Inlet Police Department will rely on standard criminal statutes governing criminal mischief, disorderly conduct, open container violations, public intoxication, and assault to deal with solicitation complaints.

The Ponce Inlet Police Department recommends following the guidelines of the Town Attorney's report and adopt the draft ordinance 2024-10 repealing Code of Ordinances Sec. 50-1 & Sec. 50-2.

Memo

To: Chief Jeff Glazier

From: Jerry Hanberry

CC: Cliff Shepard

Issue: Should Ordinance 50-1 of Town of Ponce Inlet be modified considering the recent decision in *Dennis Scott, et al. v. City of Daytona Beach Florida*, Case No.: 6:22-cv-2192-WWB-RMN.

Discussion:

Daytona Beach's panhandling ordinance recently received heavy criticism from the Federal District Court for the Middle District of Florida, where the court found in favor of homeless plaintiffs in a 42 U.S.C. §1983 civil rights case. The court held Daytona Beach's ordinance unconstitutional and ruled that the city was also liable for damages in an amount to be determined at a later trial. This holding is part of a larger group of cases reaching similar conclusions. *See, e.g., Messina v. City of Fort Lauderdale*, 2024 U.S. Dist. Lexis 14120, *15(S.D. Fla. Jan. 26, 2024); *Messina v. City of Fort Lauderdale* 546 F. Supp. 3d 1227; *Homeless Helping Homeless, Inc. v. City of Tampa*, 2016 U.S. Dist. LEXIS 103204, (M.D. Fla. Aug. 5, 2016); *Reed v. Town of Gilbert*, 576 US. 155, 163, 135 S. Ct. 2218, 192 L.Ed. 236 (2015).

Accordingly, the Town's should consider revising its current solicitation ordinances to address the holdings in the Daytona Beach case. Additionally, training police officers to enforce other established criminal violations might be a better way to avoid the risks of becoming the next Daytona Beach.

The Daytona Beach ordinances the Middle District addressed are as follows:

66-1(c)(1)(c) Prohibited conduct, proximity and location restrictions.

(1) It shall be unlawful for any person to engage in aggressive panhandling on any sidewalk, highway, street, roadway, right-of-way, parking lot, park, or other public or semi-public area or in any public building lobby, entranceway, plaza or common area, public forum or limited public forum within the city limits of the City of Daytona Beach.

The Court also addressed **66-1(c)(3)-(4):**

(3) It shall be unlawful for any person to engage in panhandling when either the person engaged in panhandling or the panhandler or the person being panhandled, is located in, on or at the following locations:

- a. Within 20 feet, in any direction, from any entrance or exit of commercially zoned property;*
- b. Within 20 feet, in any direction, of any bus or trolley stop or any public transportation facility;*

c. Within 20 feet, in any direction, of an automated teller machine or any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit or convenience account with a financial institution;

d. Within 20 feet, in any direction, of any parking lot, parking garage, parking meter or parking pay station owned or operated by the city;

e. Within 20 feet, in any direction, of any public restroom owned and operated by a governmental agency;

f. Within 100 feet, in any direction, of any daycare or school, including pre-kindergarten through grade 12;

g. Within 150 feet of any signalized intersection of: 1) arterial roads; 2) collector roads; and 3) arterial and collector roads;

h. Occurring on the boardwalk as visibly defined by the map at the end of this section.

(4) It shall be unlawful for any person to engage in the following prohibited conduct:

a. Approach an operator or other occupant of a motor vehicle for the purpose of panhandling, soliciting or begging, or offering to perform a service in connection with such vehicle, or otherwise soliciting the sale of goods or

services, if such panhandling, soliciting or begging is done in an aggressive manner;

b. Panhandle or solicit or beg at any lawfully permitted outdoor dining area amphitheater, amphitheater seating area, playground or lawfully permitted outdoor merchandise area, provided such areas are in active use at the time;

c. Panhandle, solicit or beg at any transit stop or taxi stand or in a public transit vehicle;

d. Panhandle, solicit or beg while the person or persons being solicited is standing in line waiting to be admitted to a commercial establishment;

e. Panhandle, solicit or beg by touching the person or persons being solicited without that person's consent;

f. Panhandle, solicit or beg with the use of profane or abusive language during the solicitation or following an unsuccessful solicitation;

g. Panhandle, solicit or beg by or with the use of any gesture or act intended to cause a reasonable person to be fearful of the solicitor or feel compelled to accede to the solicitation;

h. Panhandle, solicit or beg while under the influence of alcohol or after having illegally used any controlled substance, as defined in chapter 893 of the Florida Criminal Statutes; or

i. Panhandle, solicit or beg after dark.

The Daytona Beach panhandling ordinances are specific and extensive. The Town of Ponce Inlet's code is broader and briefer by comparison but still problematic based on the Daytona decision.

Ponce Inlet ordinances.

50-1 Defines both Aggressive Solicitation and the term Solicit:

Sec. 50-1. - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings ascribed to them as follows:

Aggressive solicitation means:

(a) To solicit a person in such a manner as would cause a reasonable person to believe that the person is being threatened with imminent bodily injury or the commission of a criminal act upon the person approached or another person in the solicited person's company, or upon property in the person's immediate possession (for example, placing oneself within two feet of a solicited person and/or using abusive or profane language in a loud voice while demanding or requesting money); or

(b) To maintain contact with a solicited person and continue demanding, requesting or begging for money or a donation of valuable property or a monetary transaction after the solicited person has made a negative response to an initial demand or request (for example, walking in front of, next to, or

behind a solicited person while continuing to demand, request or beg for money or a transaction from that person after that person has refused); or

(c) To obstruct, block or impede either individually or as part of a group of persons, the passage or free movement of a solicited person or a person in the company of a solicited person, including persons on foot, on bicycles, in wheelchairs or operating motor vehicles or persons attempting to enter or exit motor vehicles (for example, walking, standing, sitting, lying, or placing an object in such a manner as to block passage of another person or vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact); or

(d) To touch or cause physical contact or to threaten to touch or cause physical contact to a solicited person or a person in the company of a solicited person, or to touch any vehicle occupied by a solicited person or by a person in the company of the solicited person, without the person's consent; or

(e) To engage in conduct that would reasonably be construed as intended to intimidate, compel or force a solicited person to accede to demands.

Solicit means to beg or make any demand or request in person for an immediate donation or transaction of money or some other article of value from another person. Solicitation is considered as having taken place regardless of whether the person making the solicitation received any contribution or successfully

instigated a transaction. A solicitation may be made by explicit language or by implication, such as by holding or displaying an open can or container of any sort with any indication on the can or container or by the solicitor that money or some other article of value is being requested.

For this memo, no distinction is made between “solicitation” and “panhandling” because if a similar 42 USC § 1983 case was filed against Ponce Inlet, the issues and arguments made against the Town would mirror those made in the Daytona Beach case.

Comparison between the Daytona Code and the Ponce Inlet Code.

Location Restrictions:

Daytona’s ordinance identifies a wide area where panhandling is completely prohibited and restricts “aggressive panhandling” in those remaining areas where panhandling is legal. This prohibition was struck down in the Daytona case.

Ponce Inlet does not have any location restrictions on standard solicitation, but instead prohibits “all aggressive solicitation within the Town of Ponce Inlet.” However, the ordinance applies to the entire Town and might be treated similarly in a legal challenge for that reason.

The Daytona case illustrates the problem with ordinances so restrictive as to prevent any activity deemed aggressive panhandling anywhere within the

Town. If the Ponce Inlet ordinance regarding aggressive solicitation is challenged and found to be equivalent to panhandling, with the entire town limits as a restricted area, it could be subject to a similar injunction against enforcement. Daytona Beach has so many places listed in their ordinance there are very few if any geographic places free speech activities such as panhandling can occur. Ponce Inlet has prohibited activity it deems aggressive in the entire town. The similarities could be a problem.

Conduct-Based Restrictions:

Daytona's ordinances define panhandling to include a demand or request for money or something of value. This includes charities and charitable organizations. It can include paying for an item far more than its value. Begging and Soliciting are included in this definition of panhandling.

Ponce Inlet defines panhandling under the general term Solicitation, which is much narrower and is defined solely by begging or making any demand or request in person for an immediate donation or transaction of money or some other article of value from another person. A solicitation may be made by explicit language or by implication, such as by holding or displaying an open can or container of any sort with any indication on the can or container or by the solicitor that money or some other article of value is being requested.

The Daytona case describes its ordinances as overly inclusive. Specifically, the conduct-based provisions include much more protected speech activity than is necessary to promote public safety, including speech that is entirely innocuous. If the conduct-based provisions applied only to tortious or criminal conduct, Daytona might have prevailed. However, Daytona’s conduct-based provisions effectively prohibited any repeated request for charity, which does nothing to promote public safety. § 66-1(b)(2). Accordingly, the court found that the ordinance was unconstitutional.

The Ponce Inlet ordinance could be similarly scrutinized and found to be overinclusive and lacking in any guidance that protects public charity, specifically when it comes to panhandler’s repeated requests for charity which do not endanger public safety.

The bottom line is that content-based restrictions like those highlighted in the Daytona case are subject to strict scrutiny by the courts. “To survive strict scrutiny, Defendant bears the burden of showing the challenged provisions are narrowly tailored to serve compelling state interests.” Reed, 576 U.S. at 163. Defendant must establish that the asserted harms are “real, not merely conjectural, and that the regulation will in fact alleviate these harms in a direct and material way.” Turner Broad. Sys., Inc. v. Fed. Commc’ns Comm’n, 512 U.S. 622, 664 (1994). Laws can fail narrow tailoring when they are over-inclusive,

i.e., they “burden substantially more speech than is necessary to further the government’s legitimate interests.” *McCullen v. Coakley*, 573 U.S. 464, 486 (2014) (quotation omitted). Similarly, a law can fail narrow tailoring as underinclusive when the law targets one type of speech, but not another that poses the same danger to the government’s asserted interest. See *Reed*, 576 U.S. at 172.

The Daytona ordinances went too far in their restrictions on aggressive panhandling. Unfortunately, the Ponce Inlet ordinance may be subject to a similar analysis because panhandling is considered a form of protected speech under the First Amendment.

Our recommendation would be to redefine aggressive solicitation so that it is clear what would be prohibited and is in line with the holdings in the Daytona case.

Another approach, which avoids the difficulties inherent in crafting a legal panhandling ordinance, might be to rely on standard criminal statutes governing criminal mischief, disorderly conduct, open container violations, public intoxication, assault and battery, etcetera. These statutes definitively protect the general welfare of the public but do not typically create free speech concerns that panhandling and solicitation ordinances do.

94 ~~contribution or successfully instigated a transaction. A solicitation may be made by explicit~~
95 ~~language or by implication, such as by holding or displaying an open can or container of any sort~~
96 ~~with any indication on the can or container or by the solicitor that money or some other article of~~
97 ~~value is being requested.~~

98
99 **Sec. 50-2. ~~Aggressive solicitation prohibited.~~**

100
101 (a) ~~It shall be unlawful for any person to engage in aggressive solicitation within the Town of~~
102 ~~Ponce Inlet.~~

103
104 (b) ~~Violators of this section shall be subject to criminal prosecution and the penalties provided~~
105 ~~in section 1-11(a)(2) of this Code.~~

106
107 * * * *

108
109 **SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, word, or
110 provision of this Ordinance is for any reason held invalid or unconstitutional by any court of
111 competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall
112 be deemed a separate, distinct, and independent provision, and such holding shall not affect the
113 validity of the remaining portions of this Ordinance.

114
115 **SECTION 4. Conflicts.** In any case where a provision of this Ordinance is found to
116 conflict with a provision of any other ordinance of this Town, this Ordinance shall prevail.

117
118 **SECTION 5. Effective date.** This Ordinance shall become effective immediately upon
119 adoption by the Town Council of the Town of Ponce Inlet, Florida.

120
121 It was moved by Councilmember Milano and seconded by Councilmember White that said
122 Ordinance be passed on first reading. A roll call vote of the Town Council on said motion resulted
123 as follows:

124	Mayor Paritsky, Seat #1	YES
125		
126	Councilmember Milano, Seat #2	YES
127		
128	Councilmember White, Seat #3	YES
129		
130	Councilmember Villanella, Seat #4	Absent
131		
132	Vice-Mayor Smith, Seat #5	YES

133
134
135 Approved on first reading this 19th day of December 2024.

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137 It was moved by _____ and seconded by _____
138 that said Ordinance be passed on second reading. A roll call vote of the Town Council on said
139 motion resulted as follows:

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

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

Town of Ponce Inlet, Florida:

Lois A. Paritsky, Mayor

ATTEST:

Kim Cherbano, CMC
Town Clerk



Meeting Date: 1/16/2025

Agenda Item: 11-A

Report to Town Council

Topic: Resolution 2025-01 – Support of the Florida League of Cities’ 2025 Legislative Action Agenda and Legislative Priorities of the Ponce Inlet Town Council.

Summary: Please see attached staff report and supporting documentation.

Suggested motion: To approve Resolution 2025-01 as presented.

Requested by: Mayor Paritsky

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet – Office of the Mayor

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

To: Michael E. Disher, Town Manager
From: Lois A. Paritsky, Mayor
Date: January 6, 2025
Subject: Resolution 2025-01 – Support of the Florida League of Cities’ 2025 Legislative Action Agenda and Legislative Priorities of the Ponce Inlet Town Council

Meeting Date: January 16, 2024

On December 19, 2024, the Town Council reviewed the proposed 2025 Legislative Action Agenda from the Florida League of Cities, along with two legislative issues affecting the Town of Ponce Inlet. The League’s five Priorities address: affordable housing; electric vehicles; Enterprise Fund transfers and extraterritorial surcharges; property taxes; and sovereign immunity.

The two legislative issues impacting the Town concern the need to add clarity and specificity to current state laws governing tree pruning, trimming, and removal on residential property, along with the importance of providing additional legal protections to local code enforcement officers wearing body cameras. These issues are detailed in my December 12, 2024 memo, which is attached for reference.

After discussion, the Council directed staff to draft a resolution supporting the Florida League of Cities’ Legislative Action plan and the legislative priorities of the Town of Ponce Inlet. Resolution 2025-01 incorporating the Council’s direction is provided with this agenda item.

As the Mayor and past President of the Volusia League of Cities, I am recommending approval of Resolution 2025-01, and will work with our legislators to advocate for these policies and priorities.

Respectfully submitted,

A handwritten signature in black ink that reads 'Lois A. Paritsky'.

Lois A. Paritsky, Mayor

Attachment 1



MEMORANDUM Town of Ponce Inlet

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

To: Michael E. Disher, Town Manager
From: Lois A. Paritsky, Mayor
Date: December 12, 2024
Subject: Discussion - Florida League of Cities' 2025 Legislative Action Agenda

Meeting Date: December 19, 2024

The Town of Ponce Inlet is a member of the Florida League of Cities, Inc., the organization that is the united voice for Florida's 411 municipal governments. The League's mission is to "...serve the needs of Florida's cities and promote local self-government. [And to]... support local voices making local choices to protect and enhance Florida's communities." The League creates an action agenda each year, prior to the start of the Legislative Session, identifying statewide issues most likely to affect municipal governance that will be addressed in the upcoming session. The League then concentrates its influence to shape legislation, ensuring that the efforts of the League and local officials are focused on promoting local self-government.

There are five Florida League of Cities legislative policy committees¹ that meet for the purpose of identifying and prioritizing municipal concerns. These committees, listed below, are comprised of local elected officials and League staff.

- Development, Code Compliance, and Redevelopment
- Finance and Taxation
- Intergovernmental Relations, Mobility, and Emergency Management
- Municipal Operations
- Utilities, Natural Resources, and Public Works²

After the end of the 2024 Legislative Session, the five legislative policy committees met and prepared proposed priorities and policy positions for the League. The proposed agenda reflecting those priority and policy positions of the municipalities was adopted by the League's full membership at the Legislative Conference in December 2024. The adopted 2025 Priority and Policy Positions are set forth at length in Attachment "A."

¹ <https://www.floridaleagueofcities.com/advocacy-pages/policy-committees>

² The undersigned is Vice-Chair of this Committee

Specifically, the five League Priorities address:

- Affordable housing
- Electric vehicles
- Enterprise Fund transfers and extraterritorial surcharges
- Property taxes
- Sovereign immunity

The five League Policy Positions address:

- Annexation
- Impact fees
- Local business taxes
- “One Water”
- Public safety recruitment and retention

There are two additional items for advocacy that affect Ponce Inlet and other local governments. The first, as discussed briefly during my comments at the November Council meeting, concerns proposed changes to the F.S. 163.045, which pre-empts the ability of local governments to require tree removal permits under certain circumstances. This law, first passed in 2019 and amended in 2022, allows property owners to claim exemptions from local government tree protection requirements based on findings from an arborist that the tree poses an unacceptable risk to persons or property. Unfortunately, the vagueness of the current law has led to illegitimate exemption claims by tree removal companies, resulting in code enforcement action against unsuspecting property owners. The League will be advocating to add clarity and specificity to the law, as provided in Attachment “B.”

The second issue concerns the lack of legal protections for local code enforcement officers wearing body cameras. Like those currently worn by the Town’s police officers, body cameras provide a valuable tool to document investigations and interactions with the public. Law enforcement officers are allowed by law to use these devices both inside and outside a private residence, whereas code enforcement officers can only use them outside. However, this restriction can lead to claims of invasion of privacy, even if the officer videos the inside of a home by accident. Such a situation could occur when speaking to a resident at his or her front door, for example. The League will be advocating to extend the same laws governing the use of body cameras by law enforcement officers to code enforcement officers. This issue was discussed at length earlier this year by the Volusia County Council, as provided on Attachments “C” and “D.” The Volusia County Council has further adopted this issue as part of its legislative priorities³ for 2025.

Placing these issues before municipal Councils is an opportunity for each elected official to consider participating in a Legislative Policy Committee and other League events, committees and programs, all of which are designed to help strengthen the role of local elected officials advocating for home rule, and shaping future League platforms and to influence legislation.

³ <https://vcservices.vcgov.org/agenda/agendas/20241203/Item-14-12313.pdf>

As the Mayor and current President of the Volusia League of Cities, I am requesting the authority to work with our legislators and advocate when bills are presented within the scope of those policies and priorities.

Respectfully submitted,

A handwritten signature in black ink that reads "Lois A. Paritsky". The signature is written in a cursive style with a large, stylized initial "L".

Lois A. Paritsky, Mayor

Attachments:

- A. Adopted 2025 Priority and Policy Positions
- B. Proposed changes to F.S. 163.045 concerning tree removal permit preemption
- C. Volusia County Council discussion – code enforcement body cameras
- D. Excerpt from Volusia County Council discussion – 06/04/24



PRIORITIES:

Affordable Housing

The Florida League of Cities SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.

Electric Vehicles

The Florida League of Cities SUPPORTS legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.

Enterprise Fund Transfers and Extraterritorial Surcharges

The Florida League of Cities SUPPORTS preserving municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.

Property Taxes

The Florida League of Cities SUPPORTS the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.

Sovereign Immunity

The Florida League of Cities SUPPORTS preserving reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure delivery of public services.

POLICY POSITIONS:

Annexation

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas in a manner that respects municipal boundaries, protects private property rights and encourages cooperation between municipal and county governments.

Impact Fees

The Florida League of Cities SUPPORTS protecting municipal authority to set impact fees that safeguard existing taxpayers from incurring additional infrastructure costs.



Local Business Taxes

The Florida League of Cities SUPPORTS preserving municipal ability to collect local business taxes in order to foster economic growth, ensure public safety, deliver emergency services and drive community development.

One Water

The Florida League of Cities SUPPORTS the state legislature’s endorsement of One Water policies that seek to enhance integration between different water systems while maintaining local flexibility.

Public Safety Recruitment and Retention

The Florida League of Cities SUPPORTS legislation and funding to enhance recruitment and retention of municipal public safety personnel, which will help communities maintain effective emergency response and public safety services.

ATTACHMENT "B"

Legend:

Blue underlined text = **Additions**

Red crossed-out text = **Deletions**

163.045 Tree pruning, trimming, or removal on residential property.—

(1) For purposes of this section, the term:

(a) “Documentation” means an onsite assessment performed in accordance with the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017) by an arborist certified by the International Society of Arboriculture (ISA) or a Florida licensed landscape architect and signed under oath by the certified arborist ~~or~~ and a licensed landscape architect. The Onsite Assessment must be documented in writing, with clear photographic evidence of the entire tree, setting forth the specific facts and evidence establishing why the complete removal of a tree is the only practical means to mitigate moderate or high risks to persons or property. The Onsite Assessment must be signed under oath before a notary public or with an acknowledgement that all statements in the report are true and accurate and made under penalty of perjury. Whomever makes or verifies a false statement of fact in the Onsite Assessment shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. [See.Fla;Stat;.s;.493.678?Perjury.When.Not.in.an.Official.Proceeding];

(b) “Residential property” means a single-family, detached building located on a lot that is actively used for single-family residential purposes and that is either a conforming use or a legally recognized nonconforming use in accordance with the local jurisdiction’s applicable land development regulations.

(2) Emergency Removal of Tree Limbs or Trees Damaged in Storms or Accidents

(a) Emergency Pruning: In the event a tree or tree limb is damaged in a storm or accident and is at high risk of damaging a person or property that cannot be prevented by blocking the path of travel under or near the tree while awaiting the issuance of a tree removal permit, the owners of the residential properties on which the tree is growing may prune or trim the limb(s) necessary to mitigate high risk of damage to a person or property.

(b) Emergency Tree Removal: In the event a tree damaged in a storm or accident poses a high risk of damaging a person or property in the following 30 days and the risk cannot be mitigated by pruning or trimming tree limbs (“high risk tree”) or blocking the path of travel under or near the tree while awaiting the issuance of a tree removal permit, the owners of the property may remove a high risk tree. Removal of a high-risk tree must be performed by a certified arborist. Within (20) days of removing a high-risk tree, a certified arborist and the owner of the property on which the high risk tree was located must submit Documentation required in Section (1)(a) of this statute.

Under no circumstances shall this section be used to authorize the removal of limbs or trees touching or near power lines without the approval of the local electrical utility. Further, under no

circumstances shall this section be used to authorize digging out, the removal or stump grinding of any tree trunk below ground level before obtaining the approval of the local government.

~~(2)~~(3) A local government may not require a notice, application, approval, permit, or fee, or mitigation for the emergency pruning, trimming, or removal of a high-risk tree on a residential property if the property owner provides the local government possesses documentation required in this statute from an arborist certified by the ISA or and a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017).

~~(3)~~(4) A local government may not require a property owner to replant or contribute funds for tree canopy replacement for palm trees nor for trees pruned, trimmed or removed in accordance with subsection (2) this section.

~~(4)~~(5) This section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. 403.9321-403.9333.

ATTACHMENT "C"

File Number: 11857

Page 1 of 2

Date: 06/04/2024		AGENDA ITEM		Item: 12	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution	
<input checked="" type="checkbox"/> Other					
County Goals					
[X]	More Efficient Regulatory Framework	[]	Increase Efficiency and Effectiveness of Government Operations	[]	Implement a Plan for Expanded Recreation
[]	Enhance Fiscal Stewardship	[]	Support a Solution-Oriented Culture	[]	NA
Department: Growth And Resource Management					
Division: Administration Services					
Subject: Discussion and direction on the use of body worn cameras by code enforcement officers.					
Clay Ervin Director Growth and Resource Management Approved By: <i>Clay Ervin</i> Department Approval		Legal Sebrina Slack Assistant County Attorney Approved By: <i>Sebrina Slack</i>	County Manager's Office Ryan Ossowski Chief Financial Officer Approved By: <i>Ryan Ossowski</i>		
Approved By:		Approved as to Form and Legality			
Division Approval					
Council Action:					
Modification:					
Account Number(s): NA					
Total Item Budget: NA					
Staff Contact(s):		Phone:		Ext.	
Clay Ervin		386 822 5013		12000	
Summary/Highlights:					
<p>The Council directed staff to review opportunities to allow the use of body cameras for code enforcement officers. The County Attorney's office reviewed the statutory requirements for the use of body worn cameras by staff members who are not designated law enforcement officers. Where there may be an expectation of privacy, Florida law restricts the recording of a person's words without prior approval. There is an exemption to this law for designated law enforcement officers in Florida Statutes. This exemption is why law enforcement officers are allowed to use of body worn cameras as part of their day-to-day operations without the consent of persons being recorded.</p> <p>Because code enforcement officers are not designated law enforcement officers, they would be required to obtain permission from the public before using body worn cameras to record their conversations with the public. Failure to obtain consent to record a conversation could give rise to a third-degree felony and could also be the basis for a civil rights lawsuit against</p>					

the County and the officer personally. The Council may seek an amendment to state law to extend the law enforcement exemption from the privacy statute to code compliance officers.

The record retention requirements also vary between recordings made by law enforcement officers and non-law enforcement personnel. The public record retention laws applicable to body worn cameras used by law enforcement officers allows for deletion of records as soon as 90 days in certain cases. This timeframe is not applicable to non-law enforcement officers, such as code enforcement officers. Recordings from body worn cameras used by code enforcement officers would be retained in accordance with all other records obtained in a code compliance case. The record retention requirement for cases that go before the code enforcement board is 5 years after the date the case is closed. It should be noted that some code cases are not closed until the property is brought into compliance, which for homestead properties can be an indefinite amount of time. At a minimum, the 5-year record retention requirement will have an impact on the recurring costs for body worn cameras used by code enforcement officers due to the necessity to retain the records for longer periods of time than law enforcement agencies. The Council may seek amendment to state law to treat code enforcement data retention similarly to how law enforcement is currently operating.


Attached is a memo outlining the applicable state laws and the potential challenges with the use of body cameras in code enforcement.

Recommended Motion: Direction



Inter-Office Memorandum

To : Michael G. Dyer, County Attorney

From : Sebrina L. Slack, Senior Assistant County Attorney 

Cc : T. Russ Brown, Deputy County Attorney
Clay Ervin, Director, Growth Resource Management
Angela Miedema, Director, Animal Services

Date : May 10, 2024

Re : Legal Considerations for Body Worn Cameras being used by
Non-law Enforcement Code Compliance Officers

Executive Summary

During the March 5, 2024 meeting, Council directed staff to explore the feasibility and potential issues of having code compliance officers such as code enforcement officers, animal control officers, and solid waste enforcement officers, wear body worn cameras to record their interactions with the public. Since code compliance officers are not sworn law enforcement officers, the statutory exemptions applicable to body worn cameras (“BWC”) used by law enforcement officers do not apply to recordings made by code compliance officers. If code compliance officers were to be equipped with BWC equipment, any recordings made would be subject to the Florida Privacy of Communications Act (“Act”) which makes it unlawful to intentionally intercept or record any oral communication without the consent of the person being recorded. Before initiating any BWC recording, a code compliance officer would have to either obtain the express consent of the person to be recorded or make a legal determination that the person being recorded has no reasonable expectation of privacy from having his or her public statements recorded. If a recording is made in violation of a person’s privacy protections, the recording is generally inadmissible as evidence in any proceeding, the officer making the recording in violation of the Act may be charged with a third degree felony, and the recording could be the basis of a civil action against the County and the officer personally for damages, punitive damages, and attorneys’ fees plus costs.

Analysis

The Act, codified in Chapter 934, Florida Statutes, makes it unlawful to intentionally intercept or record any oral communication without the consent of the person being recorded, except in certain enumerated circumstances. Section 943.1718, Florida Statutes, exempts law enforcement officers from some privacy statutes and requires written procedures for the use of BWC. Code



compliance officers are not certified law enforcement officers as defined in Chapter 943, Florida Statutes, and therefore, are not exempted from compliance with the Act. The statute defines “Oral communications” as any oral communication uttered by a person exhibiting an expectation that such communication is not subject to interception under circumstances justifying such expectation and does not mean any public oral communications uttered at a public hearing or an electronic communication. Thus, unless all parties consent to the oral communication being recorded, an interception or recording made in violation of the Act is generally inadmissible as evidence in any proceeding, may be a third-degree felony, and could be the basis of a civil action allowing damages, punitive damages, and attorneys’ fees plus costs.

Florida case law has consistently upheld the Act’s requirements and provided additional guidance on the reasonable expectation of privacy. The Act prohibits a party to a conversation from recording the conversation without the consent of all parties to the conversation, provided the conversation is not public or intercepted pursuant to a criminal investigation by a law enforcement officer. *State v. New-Press Publishing Company*, 338 So.2d 1313 (Fla. 2nd DCA 1976). However, the Act protects only those “oral communications” uttered by a person exhibiting an expectation of privacy under circumstances reasonably justifying such an expectation. *Id.*, citing *State v. Inciarrano*, 443 So.2d 1272 (Fla. 1985). (See also, Section 934.02(2), Florida Statutes, defining “oral communications.”) To be included in the statutory definition of ‘oral communication,’ the person seeking to protect the oral communication must have had a reasonable expectation of privacy under the circumstances, which depends on the individual’s actual subjective expectation of privacy as well as whether society is prepared to recognize that expectation as reasonable. *Smiley v. State*, 279 So.3d 262 (Fla. 1st DCA 2019). When the intercepted communication is made in an open, public area rather than in an enclosed, private area or secluded area, the expectation of privacy for that oral communication is not reasonable. *Stevenson v. State*, 667 So.2d 410 (Fla. 1996). The Act prohibits a party to a conversation from recording the conversation without consent of all parties to the conversation, provided the conversation is not public or intercepted pursuant to a criminal investigation by law enforcement. *State v. News-Press Publishing Company*, 338 So.2d 1313 (Fla. 2nd DCA 1976).

BWC recordings made by code compliance officers would be to document any conversation with a person pursuant to an investigation of a violation of the County’s ordinances. These investigations could lead to an administrative proceeding to enforce the ordinances. The majority of consensual conversations between a person and code compliance officers occur on front doorsteps or in homes, where the expectation of privacy is heightened. It would be unlikely that a code compliance officer would record a person making a general public statement where the person would have no reasonable expectation of privacy in his or her statements. Instead, a code compliance officer will more likely record individual conversations with persons who have an expectation of privacy in a conversation with another individual person. Thus, unlike law enforcement officers that are exempted from obtaining consent, a code compliance officer would be required to obtain consent from all persons being recorded prior to initiating any BWC recording and ensure the consent is given voluntarily.



Conclusion

If code compliance officers were to use BWC to record their interactions with the public, these recordings would be subject to the restrictions of recordings made by the average person pursuant to the Act. A violation of the Act by a code compliance officer who records a person without their consent in a place where the individual has an expectation of privacy could subject the County and the code compliance officer personally to a civil action for damages, punitive damages, and attorneys' fees plus costs. Furthermore, if code compliance officers are directed to wear BWC, consideration should be given to costs to retain the BWC records in accordance with the requirements of the General Records Schedule.

ATTACHMENT "D"



County Council of Volusia County, Florida

June 04, 2024

Call to Order: 9:00 a.m.

MINUTES OTHER BUSINESS

Item 12

FILE NUMBER 11857

Discussion and direction on the use of body cameras by code enforcement officers.

Strategic Goals: More Efficient Regulatory Framework

Clay Ervin, Growth and Resource Management Director, presented the item and explained the difference between state regulations for law enforcement officers and code enforcement officers, the risks associated with the project, the cost and storage of the recordings, and the options available to Council.

Council Member Santiago asked about any historical events that have exempted code enforcement officers. Staff stated that they are not aware of any exceptions other than the law enforcement exemption.

Council Member Santiago MOVED to TABLE the discussion indefinitely until the State law is changed. Council Member Kent seconded the motion.

Council and staff discussed liabilities, code enforcement officer training, policy implementation, felony charges, officer negligence, the right to record, expectation of privacy in accordance with the law, citizen's choice to record code enforcement officers, the legal consequences, and consensus. They also reviewed complaints against code enforcement officers and provided an overview of the law enforcement exemption, disciplinary actions, the impact of technology on this matter, making this project a legislative priority, employee safety concerns, including code enforcement officers and Animal Services staff, and the cost and storage of data.

Council Member Santiago clarified his motion is to TABLE the discussion indefinitely until the State law is changed and to direct staff to work on legislative actions to provide necessary protections for staff. Council Member Kent agreed with the clarification of the motion.

Council and Mr. Ervin clarified the timeline to bring the item back to Council, recommendations regarding legislative actions, staff direction, and the inclusion of Florida cities and counties and the Florida Code Enforcement Association on this matter.

Council Member Santiago restated his motion is to POSTPONE the discussion indefinitely until the State law is changed to direct staff to work on legislative actions to provide necessary staff protections, and to include the participation of the Florida Association of Counties (FAC), the Florida League of Cities (FLC), and the Florida Association of Code Enforcement (FACE). Council Member Kent agreed with the clarification of the motion.



County Council of Volusia County, Florida

June 04, 2024

Call to Order: 9:00 a.m.

MINUTES

PUBLIC PARTICIPATION

Karen Clark

After the roll call vote, the motion CARRIED 6-0.

NOMINATIONS/APPOINTMENTS

Item 13

FILE NUMBER 11853

Selection of chair and vice-chair of the value adjustment board due to recent Florida Department of Revenue guidance.

Chair Brower presented the item and the current Council Members who serve on the board.

PUBLIC PARTICIPATION

None.

Council Member Johansson MOVED to APPOINT Council Member Reinhart as Chair of the Value Adjustment Board (VAB) for the 2024 tax season. Council Member Santiago seconded the motion. The motion CARRIED 6-0.

Council Member Kent MOVED to APPOINT Council Member Santiago as Vice Chair of the Value Adjustment Board (VAB) for the 2024 tax season. Council Member Johansson seconded the motion. The motion CARRIED 6-0.

Item 14

FILE NUMBER 11837

Appointment of Volusia County CareerSource Consortium member and alternate member
Strategic Goals: Increase Efficiency and Effectiveness of Government Operations

Chair Brower presented the item and the nominees to the Consortium.

PUBLIC PARTICIPATION

None.

Council Member Johansson MOVED to APPOINT Suzanne Konchan, Deputy County Manager, as the alternate member of the Volusia County CareerSource Consortium. Council Member Santiago seconded the motion. The motion CARRIED 6-0.

Council Member Kent MOVED to APPOINT Council Member Johansson as a member of the Volusia County CareerSource Consortium. Council Member Santiago seconded the motion. The motion CARRIED 6-0.

RESOLUTION 2025-01

1 **A RESOLUTION OF THE TOWN OF PONCE INLET,**
2 **VOLUSIA COUNTY, FLORIDA, URGING MEMBERS OF**
3 **THE FLORIDA LEGISLATURE TO SUPPORT THE 2025**
4 **FLORIDA LEAGUE OF CITIES’ LEGISLATIVE**
5 **PLATFORM ALONG WITH LEGISLATIVE PRIORITIES**
6 **OF THE PONCE INLET TOWN COUNCIL; PROVIDING**
7 **FOR SEVERABILITY; PROVIDING FOR CONFLICTING**
8 **RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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10 **WHEREAS,** the Florida Legislature will convene the 2025 Legislative Session on March
11 4, 2025; and

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13 **WHEREAS,** the membership of the Florida League of Cities (FLC) adopted its 2025
14 Legislative Platform during the FLC Legislative Conference in December 2024; and

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16 **WHEREAS,** the Ponce Inlet Town Council reviewed and considered the 2025 FLC
17 Legislative Platform together with its own legislative priorities at its December 19, 2024
18 meeting; and

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20 **WHEREAS,** the Town of Ponce Inlet supports the 2025 FLC Legislative Platform:

- 21
- 22 • Supporting legislation that allows for a collaborative approach that balances the
23 pressing needs for affordable and workforce housing while respecting the ability
24 of local governments to effectively manage growth to ensure developments align
25 with the character, capabilities and resources of each community.
26
 - 27 • Supporting legislation that ensures all vehicles, regardless of fuel type, contribute
28 fairly to the funding of Florida’s transportation infrastructure, which will allow
29 cities to maintain safe and reliable roads for all residents.
30
 - 31 • Supporting the preservation of municipal authority over utility revenues and the
32 ability to realize a reasonable rate of return on utility assets. Legislation should
33 honor current practices, existing contracts, utility operation and maintenance
34 costs, service territory obligations and revenues obligated for debt service and
35 planned projects.
36
 - 37 • Supporting the levy of property taxes by municipalities to provide critical services
38 such as infrastructure, police, fire and emergency services. Further changes or
39 exemptions to the property tax system and tangible personal property taxes would
40 create inequities and unfairly shift the tax burden onto families, homeowners,
41 renters, businesses and our most vulnerable population.
42
 - 43 • Supporting the preservation of reasonable sovereign immunity liability caps for
44 municipal governments to protect taxpayer funds and ensure delivery of public
45 services.
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48 **WHEREAS,** the Town of Ponce Inlet also supports the FLC policy positions relating to:

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- Annexation
- Impact fees
- Local business taxes
- “One Water”
- Public safety recruitment and retention

WHEREAS, the Town of Ponce Inlet further advocates for adding clarity and specificity to current laws governing tree pruning, trimming, or removal on residential property, and for extending the same legal protections afforded to law enforcement officers wearing body cameras to local code enforcement officers.

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

SECTION 1. Findings. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Support for the Florida League of Cities. The Town of Ponce Inlet will work with our local legislative delegation in support of these and other issues affecting Florida’s cities, towns, and villages during the upcoming 2025 Legislative Session.

SECTION 3. Distribution of Resolution. A copy of this resolution shall be provided to members of our local legislative delegation and the Florida League of Cities, Inc.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 5. Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon adoption.

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

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

99 Passed this 16th day of January, 2025.

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Town of Ponce Inlet, Florida

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Lois A. Paritsky, Mayor

105 ATTEST:

106

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108 _____
Kim Cherbano, Town Clerk



Meeting Date: 1/16/2025

Agenda Item: 13-A

Report to Town Council

Topic: Urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State.

Summary: Please see attached staff report and supporting documentation.

Suggested motion: As determined by Council.

Requested by: Mayor Paritsky

Approved by: Mr. Disher, Town Manager



MEMORANDUM

Town of Ponce Inlet – Office of the Mayor

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

To: Mike Disher, Town Manager
From: Lois A. Paritsky, Mayor
Date: January 6, 2025
Subject: Urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State

The Florida Fish and Wildlife Conservation Commission (FWC) is charged with ensuring the long-term survival of Florida’s black bears, and its comprehensive framework for this purpose is set forth in the “Black Bear Management Plan.”¹

As part of the management plan, the State of Florida sanctioned a bear hunt in October 2015, which lasted only two days due to the rapid achievement of its harvest goals.² The killings were viewed by opponents as trophy hunting (**Attachment A**)³, with allegations of cruelty due to slow and painful deaths, along with the death of lactating bears leaving cubs without their mothers to starve to death (**Attachment B**).⁴

¹ <https://myfwc.com/wildlifehabitats/wildlife/bear/managing/>The 2019 update to the state’s comprehensive Florida Black Bear Management Plan was approved by the FWC Commissioners at the December 2019 meeting. The plan provides a statewide framework for actions needed to ensure the long-term survival of bears and address bear management challenges...

² A "harvest goal" within the framework of an authorized bear hunt indicates the desired number of bears that wildlife management authorities intend for hunters to take during a designated hunting period.

³ (Attachment A) <https://www.cfpb.org/environment/2024-12-12/florida-officials-considering-2025-bear-hunt>

⁴ (Attachment B) <https://www.awionline.org/awi-quarterly/2016-fall/florida-bear-hunt-suspended>

The Town of Ponce Inlet has supported the management of the Florida black bear population through education and use of bear-resistant trash cans rather than active bear hunts. On May 19, 2016, the Town adopted Resolution 2016-07 (**Attachment C**), urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout Florida, and to focus on removing the conflicts between bears and suburban areas by deterrent techniques. Those suggested techniques include, but are not limited to, ensuring bear-proof garbage cans and planting Florida native food in woods that back up to conservation areas (**Attachment D**)⁵.

On May 5, 2016 Volusia County unanimously adopted a resolution urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and to focus more attention on removing conflicts between bears and suburban areas using deterrent techniques (**Attachment E**).

In December 2019, the FWC approved an updated Florida Black Bear Management Plan, a framework designed to ensure long-term survival of the black bear, which included once again, hunting as a potential population management option⁶.

Currently, there is no active bear hunt in Florida, but the State is moving towards potentially implementing one in 2025 (**Attachment F**)⁷. The Florida Fish and Wildlife Conservation Commission (FWC) during a commission meeting on December 11, 2024 directed officials to bring forward proposals for a possible bear hunt by May 2025 (see previous **Attachment D**).⁸

⁵ (Attachment D) "<https://www.news-journalonline.com/story/news/local/volusia/2024/12/17/florida-bear-hunt-resurrects-debate-about-killing-habitat/76942956007/>

⁶ <https://myfwc.com/hunting/bear/>

...In December 2019, FWC Commissioners approved an updated [Florida Black Bear Management Plan](#), which guides how Florida should manage bears over the next 10 years. Plan objectives are statewide and at the [Bear Management Units \(BMU\)](#) level, which are seven geographically distinct areas where bear subpopulations occur in Florida. The 2019 plan reviews population management options, including regulated hunting, which was determined to be an important option that could be considered in the future...

⁷ (Attachment F) <https://www.cbsnews.com/miami/news/florida-possible-bear-hunt>

⁸ (Attachment D) <https://www.news-journalonline.com/story/news/local/volusia/2024/12/17/florida-bear-hunt-resurrects-debate-about-killing-habitat/76942956007/>

The Town's position has been and continues to be, per the language in Resolution 2016-07, that a state-sanctioned black bear hunt is unnecessary given available alternative management strategies. Focus should remain on non-lethal management techniques and public education to promote coexistence with Florida's black bears.

I respectfully request consideration of the following: An updated Resolution by the Town of Ponce Inlet, similar in language to the one adopted in May, 2016, for submission to the Florida Fish and Wildlife Conservation Commission for its consideration during the May 2025 commission meeting of a possible bear hunt; or alternatively, a letter to FWC that the position of our Town, per the Resolution, remains the same.

The Council might consider sharing details about this agenda item on our social media platforms, so that residents understand they have an opportunity to express their views regarding a bear hunt to the FWC commissioners prior to the FWC meeting in May 2025. The Fish and Wildlife Commissioners can be contacted at: <https://myfwc.com/about/commission/commissioners/>

Respectfully submitted,

A handwritten signature in black ink that reads "Lois A. Paritsky". The signature is written in a cursive style with a large, stylized initial "L".

Lois Paritsky
Mayor, Town of Ponce Inlet

ATTACHMENT A

<https://www.cfpublish.org/environment/2024-12-12/florida-officials-considering-2025-bear-hunt>

Florida wildlife officials to consider bear hunt in 2025

Central Florida Public Media | By [Marian Summerall](#)

Published December 12, 2024 at 10:56 AM EST

With over 6,000 Black Bear related calls to the Florida Fish and Wildlife Conservation each year, a bear hunt may be on the agenda for approval next year which would be the first in almost a decade.

Although there are no current changes to Florida's Black Bear Management Plan, officials Wednesday were directed to provide bear hunt proposals by May of next year. The deadline allows the FWC time to update data on the number of bears in Florida before making a decision.

The current plan aims to maintain co-existence between bears and people with focus areas studying bear population, habitat, human-bear conflict, outreach and education efforts. However, bear numbers and demographics in Florida have not been released since 2015.

At a public meeting this week, dozens of people spoke out for and against the possible hunt. Some said they don't want to see bears hunted, but Mark Barton, a hunter and ecologist, said a hunt could help reduce the population where it's needed.

"There are hunters throughout the state that would willingly pay to participate in a limited and highly regulated bear hunt so that we not only stop wasting those resources, but regain resources in the process," Barton said.

The last sanctioned bear hunt in Florida was in 2015. The Humane Society's Kate MacFall urged for education and more bear proof trash requirements, so a hunt is not needed.

Along with MacFall, several other speakers advocated for other options besides hunting, along with educating new residents in Florida about bear habits. Without updated numbers, several people said it is unwise to advocate for a bear hunt before bear population data is released.

"As most of you know, the Humane Society United States and the humane community, we oppose trophy hunting," MacFall said. "Certainly, we oppose black bear hunting and respectfully urge you not to consider such a hunt. Most of y'all were not here nine years ago when the hunt took place. Please, let us not repeat it."



(<https://www.awionline.org/>)

ATTACHMENT B

[Who We Are \(/content/who-we-are\)](/content/who-we-are)

[Take Action \(/compassion-index/\)](/compassion-index/)

[Donate \(/content/make-donation-awi\)](/content/make-donation-awi)



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[AWI Quarterly \(/awi-quarterly\)](/awi-quarterly) / [Fall 2016 \(/awi-quarterly/2016-fall\)](/awi-quarterly/2016-fall)

Florida Bear Hunt Suspended

Florida's black bears get a one year reprieve from hunting after the Florida Fish and Wildlife Conservation Commission voted 4-3 to suspend hunts while it gathered more information about bear populations in the state. Last year's hunt, the first in 21 years, resulted in the death of some 300 bears in two days.

AWI testified at the commission's June hearing, imploring it to vote against a hunt because of concerns about the status of Florida's black bear population, which just a few years ago had been listed as threatened under the state endangered species law. In our testimony, we emphasized the cruelty of the hunt the previous year, when 21 percent of the bears killed were lactating mothers—potentially leaving nursing cubs to starve. We also stressed that there are many proven, nonlethal management options available to prevent bear-human conflicts.

Following the testimony, the commission vote on whether to allow the hunt was tied, at 3 in favor and 3 against—at which point Chairman Brian Yablonski cast the deciding vote against, sparing the bears for now.

READ MORE ARTICLES ABOUT:

[Terrestrial Wildlife \(/taxonomy/term/190\)](/taxonomy/term/190)

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[u=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended](https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended))

X ([https://twitter.com/intent/tweet/?](https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended&text=Florida+Bear+Hunt+Suspended.+Read+more+at+Animal+Welfare+Institute+via+%40AWIOnline)

[url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended&text=Florida+Bear+Hunt+Suspended.+Read+more+at+Animal+Welfare+Institute+via+%40AWIOnline](https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended&text=Florida+Bear+Hunt+Suspended.+Read+more+at+Animal+Welfare+Institute+via+%40AWIOnline))

in ([https://www.linkedin.com/shareArticle?](https://www.linkedin.com/shareArticle?mini=true&url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended)

[mini=true&url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended](https://www.linkedin.com/shareArticle?mini=true&url=https%3A%2F%2Fwww.awionline.org%2Fawi-quarterly%2F2016-fall%2Fflorida-bear-hunt-suspended))

Library & Store (/library-store-main)

[STORE \(/LIBRARY-STORE\)](/LIBRARY-STORE)

[AWI QUARTERLY \(/AWI-QUARTERLY\)](/AWI-QUARTERLY)

[Summer 2024 \(/awi-quarterly/summer-2024\)](/awi-quarterly/summer-2024)

[Spring 2024 \(/awi-quarterly/spring-2024\)](/awi-quarterly/spring-2024)

[Winter 2023 \(/awi-quarterly/winter-2023\)](/awi-quarterly/winter-2023)

[Fall 2023 \(/awi-quarterly/fall-2023\)](/awi-quarterly/fall-2023)

[Summer 2023 \(/awi-quarterly/summer-2023\)](/awi-quarterly/summer-2023)

[Spring 2023 \(/awi-quarterly/spring-2023\)](/awi-quarterly/spring-2023)

[Winter 2022 \(/awi-quarterly/winter-2022\)](/awi-quarterly/winter-2022)

[Fall 2022 \(/awi-quarterly/fall-2022\)](/awi-quarterly/fall-2022)

[Archive \(/content/awi-quarterly-archive\)](/content/awi-quarterly-archive)

[ANNUAL REPORT \(/CONTENT/ANNUAL-REPORT\)](/CONTENT/ANNUAL-REPORT)

[ARCHIVED PUBLICATIONS \(/ARCHIVED-PUBLICATIONS\)](/ARCHIVED-PUBLICATIONS)

RESOLUTION NO. 2016-07

A RESOLUTION OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO REINSTATE THE PROHIBITION ON BEAR HUNTING THROUGHOUT THE STATE OF FLORIDA AND FOCUS MORE ATTENTION ON REMOVING CONFLICTS BETWEEN BEARS AND SUBURBAN AREAS THROUGH DETERRENT TECHNIQUES; ALTERNATIVELY, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO, AT A MINIMUM, PROHIBIT FUTURE BEAR HUNTS IN THE CENTRAL BEAR MANAGEMENT UNIT OF THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Ponce Inlet supports the resolution adopted by the County of Volusia on May 5th, 2016 urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and to focus more attention on removing conflicts between bears and suburban areas through deterrent techniques; and

WHEREAS, the Town of Ponce Inlet and the County of Volusia have both made significant commitments in many ways to the protection of natural habitats, with Volusia County specifically maintaining natural habitat for bears through regulatory and land use protections, and through the award winning “Volusia Forever” program; and

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (“Commission”) has regulatory and executive powers over wild animal life, which includes the regulation of bear hunting; and

WHEREAS, in 2012, the Commission approved the Florida Black Bear Management Plan to conserve the state’s largest land mammal, which created seven Bear Management Units (“BMU”) which are geographic locations bounded by county and/or state borders with one of the seven Florida black bear subpopulations within it; and

WHEREAS, the goal of a BMU is to provide a defined area within which the Commission can have a community-focused effort to effectively manage and conserve Florida black bears; which, for Volusia County, located within the Central BMU, provides for a minimum subpopulation objective of one thousand thirty (1,030) Florida black bears; and

WHEREAS, the Florida Black Bear Management Plan provides that the management objective is to maintain or increase the current Florida black bear population within the Central BMU; and the Commission estimates that available Florida black bear habitat within the Central BMU is three times greater than required to support the minimum subpopulation objective of one thousand thirty (1,030) Florida black bears, but, while the Florida black bear population has

increased in the Central BMU by nineteen (19%) percent, this increase is less than the population increases measured in each of the state's six other BMUs for the last two years;

WHEREAS, in June 2015, the Commission approved bear hunting in certain BMUs throughout the state, including East Panhandle BMU, North BMU, Central BMU, and South BMU, reversing the statewide ban on bear hunting that had been in place since 1994; and without the benefit of a statewide bear count that was slated for completion in 2016; and

WHEREAS, the authorized week-long limited bear hunt harvest objective was three hundred twenty (320) bears, with one hundred (100) within the Central BMU, a total of three hundred four (304) bears were killed in just the first two days; and

WHEREAS, the first bear hunt in twenty-one (21) years was ended early because the number of Florida black bears killed in the East Panhandle BMU was three times the established quota, and the number of bears killed in the Central BMU—one hundred forty-three (143) bears—exceeded the limit by over forty (40%) percent; twenty-one (21) bears were harvested in the County of Volusia, which accounted for fifteen (15%) percent of the total for the Central BMU; and

WHEREAS, accounts of unreported killings, bears suffering a slow death, and the killing of lactating bears, which was forbidden, likely increased the death toll and reduced the Florida black bear population in the Central BMU to approximately nine hundred twenty-seven (927) individuals, below the stated minimum population target of one thousand thirty (1,030), and well below the biological carrying capacity in the Central BMU; and

WHEREAS, the black bear is the only bear found in Florida and is estimated to have a total population of approximately three thousand (3,000) throughout the state; and the black bear population is not sufficient to sustain hunting throughout the state, having been listed as a threatened species until 2012; and

WHEREAS, the Commission Director of the Division of Habitat and Species Conservation, Thomas Eason, noted that the more than two decades of no bear hunting has made Florida black bears “relatively naïve” to the dangers of hunters; and

WHEREAS, although bears foraging for food may lead to their unintentional presence in suburban areas, precautionary methods may help prevent their return, as black bears tend to avoid confrontation with humans; and the Commission should prohibit bear hunting statewide and focus on providing “bear-proof garbage cans” and reducing palmetto berry harvests in bear habitats instead; and

WHEREAS, if the Commission insists on conducting a future bear hunt, the Central BMU, which includes the County of Volusia, should be excluded.

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

SECTION 1. The Town Council urges the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and

focus more attention on removing conflicts between bears and suburban areas through deterrent techniques.

SECTION 2. Alternatively, urges the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the Central Bear Management Unit.

SECTION 3. Directs the Town Manager to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Volusia State Legislative Delegation, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

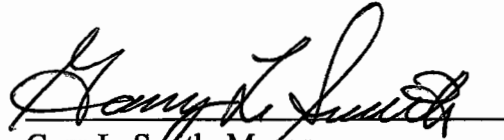
It was moved by Councilmember Paritsky and seconded by Vice-Mayor Hoss that this Resolution shall be adopted. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Smith, Seat #1	Yes
Councilmember Milano, Seat #2	Yes
Vice-Mayor Hoss, Seat #3	Yes
Councilmember Perrone, Seat #4	Yes
Councilmember Paritsky, Seat #5	Yes

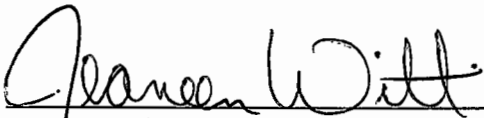
Adopted this 19th day of May, 2016.



Town of Ponce Inlet, Florida


Gary L. Smith, Mayor

ATTEST:


Jeaneen Witt, CMC
Town Manager/Town Clerk

A NEW BEAR HUNT?

Some point to development as the real problem

Sheldon Gardner Daytona Beach News-Journal | USA TODAY NETWORK

Edward Somers is used to seeing bears on his West Volusia property. ● With the possibility of another bear hunt in Florida, he said understands the need to address bear and human interactions. But officials should be looking at another issue, he said.

● “I think we need to take a closer look at unbridled development,” Somers said.

● Florida wildlife officials plan to consider proposals for another bear hunt, a decision that has led to renewed debate amongst bear and hunting advocates. Bear advocates are reminding people of ways to reduce bear sightings in neighborhoods, such as securing trash cans.

Why a bear hunt in Florida?

The Florida Fish and Wildlife Conservation Commission, also called the FWC, manages the state's bear population. The last time the agency allowed a bear hunt was in 2015, a controversial move that ended with 304 bears being killed in two days — the agency called off the hunt early because the deaths quickly exceeded the quota.

This month, the FWC Commission directed FWC staff to bring forward proposals for a possible bear hunt. The proposals are expected to be finished before a Commission meeting in May. That will give officials more time to gather bear population information and other data.

People can email comments on the issue to the

FWC staff at [BearComments@MyFWC.com](mailto: BearComments@MyFWC.com). People can also speak at FWC meetings, which are held at different locations around the state.

“We've had internal discussions with respect to hot-spot areas throughout the state, and whether that is something you look at first,” commission Chairman Rodney Barreto said. “If we're going to go down that road, maybe we need to look at several proposals.”

Supporters and opponents of the idea spoke to the Commission. Some said a hunt could help better manage bear populations. Some said hunting doesn't help cut down on human-bear interactions and called for non-lethal methods of population management and more education.

FWC officials are working on a 10-year bear management plan. In 2015, the bear population in Florida was estimated to be over 4,000.

Bear sightings are common in West Volusia but occur in other parts of Volusia and in Flagler County.

Bear advocate, hunter disagree on hunt — but both point to development as an issue

Katrina Shadix, founder of the bear advocacy group Bear Warriors United, said she has always loved wildlife and nature, but the 2015 hunt sent her and others into bear advocacy.

“We saw how atrocious it was. This was nothing but a trophy-killing spree,” she said.

She and her group oppose any bear hunting. She said she is also concerned about the loss of bear habitat as development in Florida continues.

“The biggest threat to hunting is not bear advocates like me. It's developers and it's destruction of wildlife habitat,” she said.

The FWC lists the most serious threats to bears as “habitat loss and fragmentation, and human-bear conflicts including bears killed by vehicles on roadways.”

Shadix said her group will continue to push back against efforts to have another hunt, including getting as many people as possible to speak at the May FWC meeting.

“We're going to stress the point that they cannot have a hunt until the population study is done,” she said.

She also plans to file a lawsuit to help the cause. One possibility for legal action is trying to get the black bear re-designated as a state-threatened species. She believes the bear was improperly delisted in 2012.

Grayson Padrick, co-owner of Central Florida Trophy Hunts, said he's not typically interested in bear hunting in Florida himself. But he is in favor of another bear hunt. He said it helps control the population.

“If you don't control the population, you're going to have an issue,” Padrick said.

He pointed to development as a factor in bear-human interactions as bear habitat decreases.

“If you really want to look into why you see more bear issues and stuff like that, it's because the housing population has continued to grow exponentially in the state, right? So, you know, obviously those bears are going to have a smaller natural habitat that they can live in and they're going to start intermingling with humans ... so you've got to do something,” he said.

Brad Lowery, board member of the hunting advocacy group The Future of Hunting in Florida, and Grayson said bear hunting provides tourism revenue as hunters stay in hotels and shop locally. Lowery also noted that the last hunt raised money for bear-resistant garbage cans.

Lowery said that allowing hunts may help bears by making them more valuable to landowners who might want to preserve bear food sources, such as palmetto berries, instead of burning them as part of land management.

“Right now (for) ranchers, they cause problems. (For) farmers, they cause problems. If that bear is worth something, they could say, 'OK, I could have a guided hunt here if I have a bear here,’” Lowery said.

Lowery said that he doesn't have an interest in bear hunting but trusts the FWC to determine what's best.

“As long as FWC is in support of a hunt, even though I personally don't have any desire to hunt a bear, I will be in support of a hunt,” he said.

What can people do to help bears?

To help prevent human-bear interactions, people should eliminate food sources on from their property, according to the FWC.

Bears will likely keep coming back if there's a food source. That can lead to interactions and endanger the bears.

“Once bears lose their natural fear of people, often due to access to food attractants, there is often little hope to make the bear wild again,” according to the FWC. “These habituated and food-conditioned bears are often killed, either by vehicle collisions, illegal shooting, or as a result of bear management actions to keep the community safe.”

One common source of food is garbage. People can help by keeping their garbage cans in the garage until morning instead of setting them out the night before. People who have to keep the can outside could consider a bear-resistant trash can.

Volusia County offers reduced-price bear-resistant trash cans with the help of an FWC grant that covers 75% of the cost of the cans, according to county spokeswoman Kelsee Russler. People who live in unincorporated Volusia County and are served by Volusia County's solid waste service can apply for a bear-resistant container. The out-of-pocket cost for residents is \$63.90 per can.

The FWC has information at myfwc.com about how to get or make a bear-resistant space for trash.

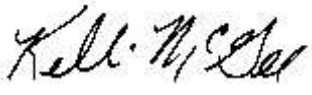

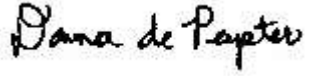
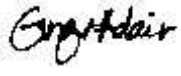
Bear Warriors United provides free bear straps to secure trash cans. The group's Facebook page is [facebook.com/bearwarriorsunited](https://www.facebook.com/bearwarriorsunited). The organization also helps people plant bear food gardens to help keep bears in the woods and away from people. That works by planting Florida native food such as blueberry bushes, which bears love, in woods that back up to conservation areas. That has helped rid communities of bear sightings, she said.

– *Jim Turner of the News Service of Florida contributed to this report.*

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Date: 05/05/2016		AGENDA ITEM		Item: 28
<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Budget Resolution	<input type="checkbox"/> Other	
Department: Growth And Resource Management Division: Environmental Management				
Subject: Resolution urging the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on hunting Florida black bear.				
Kelli McGee Director Growth and Resource Management  Department Approval		Legal Jamie E. Seaman County Attorney 	County Manager's Office Donna de Peyster Deputy County Manager 	
Ginger Adair Director Environmental Services  Division Approval		Approved as to Form and Legality		
Council Action:				
Modification:				
Account Number(s): NA Total Item Budget: NA				
Staff Contact(s):		Phone:	Ext.	
Kelli McGee		386 822 5013	12000	
Ginger Adair		386 736 5927	12059	
Summary/Highlights: In 2012, the Florida black bear was removed from the state threatened species list and the Florida Fish and Wildlife Conservation Commission (FWCC) adopted a bear management plan with the objective to maintain or increase the current bear population in the central bear management unit (BMU), which includes Volusia County. Volusia County has made a significant commitment to protect natural habitat suitable for bears through regulatory and land use protections and through the award winning Volusia Forever land acquisition and management program. The population of the Florida black bear has increased approximately 19% within our region since 2002, but is still near or below the identified minimum target population, and significantly below the maximum carry capacity in our area. In 2015, FWCC authorized a limited bear hunt in Florida, with a target bear harvest objective of 320 bears statewide, 100 in our region. The actual number of bears killed was 304, with 143, or 47% of the statewide total in our BMU. The over harvest of bears within our BMU is inconsistent with the stated population goal in the bear management plan.				

At county council direction, staff has prepared a resolution urging the FWCC to reinstate the prohibition on bear hunting in the state, and/or within our BMU. Volusia County remains committed to protecting our natural habitats and the wildlife that inhabit them.

Recommended Motion: Approval.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO REINSTATE THE PROHIBITION ON BEAR HUNTING THROUGHOUT THE STATE OF FLORIDA AND FOCUS MORE ATTENTION ON REMOVING CONFLICTS BETWEEN BEARS AND SUBURBAN AREAS THROUGH DETERRENT TECHNIQUES; ALTERNATIVELY, URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO, AT A MINIMUM, PROHIBIT FUTURE BEAR HUNTS IN THE CENTRAL BEAR MANAGEMENT UNIT OF THE STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia has made significant commitments to protect natural habitats, including but not limited to habitat for bears through regulatory and land use protections, and through the award winning “Volusia Forever” program; and

WHEREAS, pursuant to the State Constitution, the Florida Fish and Wildlife Conservation Commission (“Commission”) has regulatory and executive powers over wild animal life, which includes the regulation of bear hunting; and

WHEREAS, in 2012, the Commission approved the Florida Black Bear Management Plan to conserve the state’s largest land mammal, which created seven Bear Management Units (“BMU”) which are geographic locations bounded by county and/or state borders with one of the seven Florida black bear subpopulations within it; and

WHEREAS, the goal of a BMU is to provide a defined area within which the Commission can have a community-focused effort to effectively manage and conserve Florida black bears; and

WHEREAS, the County of Volusia is located within the Central BMU, which has established a minimum subpopulation objective of one thousand thirty (1,030) Florida black bears; and

WHEREAS, the Florida Black Bear Management Plan provides that the management objective is to maintain or increase the current Florida black bear population within the Central BMU; and

WHEREAS, while the Florida black bear population has increased in the Central BMU by nineteen (19%) percent, this increase is less than the population increases measured in each of the state’s six other BMUs for the last two years; and

WHEREAS, the Commission estimates that available Florida black bear habitat within the Central BMU is three times greater than required to support the minimum subpopulation objective of one thousand thirty (1,030) Florida black bears, which means the biological carrying capacity of the Central BMU may be as high as three thousand (3,000); and

WHEREAS, in June 2015, the Commission approved bear hunting in certain BMUs throughout the state, including East Panhandle BMU, North BMU, Central BMU, and South BMU, reversing the statewide ban on bear hunting that had been in place since 1994; and

WHEREAS, the Commission approved bear hunting without the benefit of a statewide bear count that was slated for completion in 2016; and

WHEREAS, the authorized week-long limited bear hunt harvest objective was three hundred twenty (320) bears, with one hundred (100) within the Central BMU, a total of three hundred four (304) bears were killed in just the first two days; and

WHEREAS, the first bear hunt in twenty-one (21) years was ended early because the number of Florida black bears killed in the East Panhandle BMU was three times the established quota, and the number of bears killed in the Central BMU—one hundred forty-three (143) bears—exceeded the limit by over forty (40%) percent; and

WHEREAS, accounts of unreported killings, bears suffering a slow death, and the killing of lactating bears, which was forbidden, likely increased the death toll and reduced the Florida black bear population in the Central BMU to approximately nine hundred twenty-seven (927) individuals, below the stated minimum population target of one thousand thirty (1,030), and well below the biological carrying capacity in the Central BMU; and

WHEREAS, twenty-one (21) bears were harvested in the County of Volusia, which accounted for fifteen (15%) percent of the total for the Central BMU; and

WHEREAS, the black bear is the only bear found in Florida and is estimated to have a total population of approximately three thousand (3,000) throughout the state; and

WHEREAS, the black bear population is not sufficient to sustain hunting throughout the state, having been listed as a threatened species until 2012; and

WHEREAS, black bears tend to avoid confrontation with humans; and

WHEREAS, although bears foraging for food may lead to their unintentional presence in suburban areas, precautionary methods may help prevent their return; and

WHEREAS, the Commission Director of the Division of Habitat and Species Conservation, Thomas Eason, noted that the more than two decades of no bear hunting has made Florida black bears “relatively naïve” to the dangers of hunters; and

WHEREAS, the Commission should prohibit bear hunting statewide and focus on providing “bear-proof garbage cans” and reducing palmetto berry harvests in bear habitats instead; and

WHEREAS, if the Commission insists on conducting a future bear hunt, the Central BMU, which includes the County of Volusia, should be excluded.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE

THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA, THIS ____ DAY OF _____, 2016, AS FOLLOWS:

SECTION 1. Urges the Florida Fish and Wildlife Conservation Commission to reinstate the prohibition on bear hunting throughout the State of Florida and focus more attention on removing conflicts between bears and suburban areas through deterrent techniques.

SECTION 2. Alternatively, urges the Florida Fish and Wildlife Conservation Commission to, at a minimum, prohibit future bear hunts in the Central Bear Management Unit.

SECTION 3. Directs the County Manager to send a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Volusia State Legislative Delegation, and the Commissioners and Executive Director of the Florida Fish and Wildlife Conservation Commission.

SECTION 4. Directs the County's state lobbyists to advocate for the legislative action set forth in Sections 1 and 2 above.

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

DONE AND ORDERED IN OPEN MEETING

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Jason P. Davis, County Chair

ATTEST:

James T. Dineen, County Manager

ATTACHMENT F

<https://www.cbsnews.com/miami/news/florida-possible-bear-hunt/>

[Local News](#)

Florida moving toward first sanctioned bear hunt in nearly a decade

Updated on: December 11, 2024 / 4:56 PM EST / CBS/News Service of Florida

TALLAHASSEE — Florida could move toward its [first sanctioned bear hunt](#) in nearly a decade.

The Florida Fish and Wildlife Conservation Commission on Wednesday directed officials to bring forward proposals for a possible bear hunt. The proposals are expected to be completed by a May commission meeting, giving staff members time to compile data from ongoing studies about bear populations and gather more public input.

"We've had internal discussions with respect to hot-spot areas throughout the state, and whether that is something you look at first," commission Chairman Rodney Barreto said. "If we're going to go down that road, maybe we need to look at several proposals."

About 20 speakers on both sides of the issue addressed the commission, with supporters of a hunt saying it could help better manage bear populations. Also, they pointed to two-thirds of Florida voters last month approving a measure that enshrined hunting and fishing rights in the state Constitution.

Opponents argued that hunting doesn't reduce [human-bear interactions](#). They called for continuing to use non-lethal options to address bear populations and for more education. They said unsecured trash continues to be a lure for bears on residential and commercial properties.

Katrina Shadix, founder and executive director of the group Bear Warriors United, which opposes a hunt, said an average of one Floridian is harmed each year by bears, while 600 people are attacked in the state by dogs.

"We now have 23 million people, only 4,000 Bears. We have a people problem, not a bear problem," Shadix said.

Meanwhile, Bill George, an outdoorsman who regularly speaks at commission meetings, said efforts should continue to make available secure trash containers. But he said "our bears in Florida are not afraid of people. Our bears in Florida do not go away when a person comes out."

George suggested a more-structured hunt than a 2015 hunt that had to be shut down after two days when the quota for a week was exceeded.

"I do believe the people overwhelmingly spoke in the (November) election about utilizing hunting as a primary tool to manage populations," George said.

Other hunt supporters said a limited and highly regulated hunt would help manage bear populations.

"The hunting plan is already there. It's not something you have to conjure up. It's already done. The staff has it ready to go," said Newton Cook of United Waterfowlers Florida. "The only decision has to be made is what the take will be out of the number of bears at each (area of the state known as a bear management unit)."

Bear hunting has long been controversial in Florida, and the only approved hunt in recent decades occurred in October 2015.

The hunt included a limit of one-bear-per-hunter. Hunting permits were sold for \$100 to Florida residents and \$300 to people from out-of-state. A total of 3,778 permits were sold.

The hunt was projected to last up to a week. Instead, it was called off after two days as the bear death count quickly reached 304.

Commission officials at the time acknowledged being caught off guard by the success of the hunters.

Elizabeth Fleming, of the group Defenders of Wildlife, said Wednesday the state should complete a study of the bear population, which could take several years.

"I would strongly recommend not bowing to political pressure, using science as the basis, and really using your bear-management staff as a resource. They are the experts," Fleming said.

The commission is halfway into a 10-year bear management plan, with a focus on reducing bear-human interactions through education and making available bear-proof trash containers. But calls have been growing to allow bear hunting.

The state estimated [Florida had more than 4,000 bears](#) in 2015, and the population is known to be growing. Meanwhile, the agency receives more than 6,000 calls a year about bears.

Mike Orlando, assistant coordinator of the commission's Bear Management Program, said one way to keep complaints down is to share costs with local communities in increasing the use of bear-resistant trash cans and dumpsters.

A commission presentation said an average of 300 bears are killed by vehicles each year, and "despite our best efforts, on average, one person each year is injured by a bear in Florida."

In June, Gov. [Ron DeSantis](#) signed a law that will bolster self-defense arguments for people who kill [bears on their property](#).

The law requires shooters to notify the commission within 24 hours of bears being killed. They also are prohibited from possessing or selling bear carcasses. Legal immunity isn't available to people who provoke or lure bears.

Similar bills were filed in previous years but did not pass the Legislature. This year, however, the proposal, sponsored by Rep. Jason Shoaf, R-Port St. Joe, and Sen. Corey Simon, R-Tallahassee, gained traction after Franklin County Sheriff A.J. Smith said his rural community was "being inundated and overrun by the bear population."

Opponents of the bill said it would lead to increased deaths of the once-threatened animals.



Meeting Date: 1/16/2025

Agenda Item: 13-B

Report to Town Council

Topic: Acceptance of bid from DDS Enterprise, LLC for the new Emergency Generator at the Community Center.

Summary: See attached staff report and supporting documents.

Suggested motion: Staff recommends the award of Bid 2024-06, to DDS Enterprises, LLC in the amount of \$73,000 for the installation of a new emergency generator at the Ponce Inlet Community Center.

Requested by: Mr. Wargo, Public Works Director

Approved by: Mr. Disher, Town Manager



MEMORANDUM

TOWN OF PONCE INLET, PUBLIC WORKS DEPARTMENT

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

To: Michael E. Disher, AICP, Town Manager

From: Steven Wargo, Public Works Director

Date: January 8, 2025

Subject: Acceptance of bid from DDS Enterprise, LLC for the new Emergency Generator at the Community Center

MEETING DATE: January 16th, 2025

Background:

The Ponce Inlet Community Center is a critical facility that serves as a gathering point for community activities and as an essential resource during emergency events. The facility currently lacks an emergency backup generator and is unusable during power outages. To address this need, the Town in 2023 requested funding through state legislative appropriation and included funds in its adopted budget. The grant agreement between the Town and the Florida Department of Emergency Management (FDEM) was finally executed by both parties on September 16, 2024. On November 10, 2024, the Town issued Bid #2024-06 for the installation of a new emergency generator at the Community Center. Per state guidelines, the bidding period was set for 45 working days, with the bid opening held on December 30, 2024.

Bid Process:

In accordance with the Town's procurement policy, the bid was advertised publicly, and proposals were solicited from qualified contractors. The scope of work included the procurement and installation of a new emergency generator system, including all necessary electrical and site work to meet current code requirements.

The Town received three bids as follows:

- DDS Enterprises, LLC: \$73,000
- Accurate Power and Technology, Inc.: \$98,860
- Zabbatt Engine Services, Inc.: \$210,892.69

DDS Enterprises submitted the lowest responsive and responsible bid in the amount of \$73,000. Staff conducted a comprehensive review of their proposal, including an evaluation of their

qualifications, references, and past performance on similar projects. DDS Enterprises is a reputable contractor with extensive experience in generator installations.

Financial Impact:

The initial budget for this project was \$55,000. This included \$20,000 secured through a grant from FDEM and \$35,000 in the Public Works budget under account 001-0039-539-6400 (machine & equipment). To cover the remaining \$18,000 needed for the project, funds are available from savings realized in the stormwater one-way valve project in Public Works, account 001-0039-539-6400. The bid submitted by DDS Enterprises, LLC was selected for its cost-effectiveness and competitive pricing.

Recommendation:

Staff recommends that the Town Council award Bid #2024-06 to DDS Enterprises, LLC in the amount of \$73,000 for the installation of a new emergency generator at the Ponce Inlet Community Center. DDS Enterprises, LLC has demonstrated the capability to complete the project within the specified timeframe and budget.

Town of Ponce Inlet RFP Form

Community Center Generator

REQUEST FOR PROPOSAL (RFP)

Scope of Work:

The Town of Ponce Inlet is requesting a proposal for an emergency generator for the Community Center located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127. Proposals shall be submitted based on the purchase, installation, and integration of a 45Kw standby generator. The 45Kw generator can be either diesel or propane powered.

The Generator will be protected against a 500-year flood event or 7 feet above sea level by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The Generator shall be designed/constructed/installed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, NFPA 70E 2020, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

The contractor will be responsible for the permit and engineering to install and integrate the generator to the Community Center. After completion of the integration of the generator the contractor will provide a one-hour training session about the generator to Public Works staff.


Deadline:

Please return this Request for Proposal Form addressed to Town Clerk, Town of Ponce Inlet, 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127 in a SEALED ENVELOPE plainly marked on the outside "RFP 2024-06 Community Center Generator" with a Lump Sum Price by **2:00 pm, Monday December 30, 2024.**

Lump Sum/Unit Pricing:

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	AMOUNT PROPOSAL
1	45Kw Generator Project	1	LS	73,000 ⁰⁰
LUMP SUM TOTAL				73,000 ⁰⁰

NOTE: This is for LUMP SUM COST of the entire project, unit prices are to establish pricing if additional work is required above or beyond the Lump Sum Base Price.

Vendor Name:	DDS Enterprizes LLC	Date:	12/30/24
Company:	DDS Enterprizes LLC		
Phone #:	386 4905631	eMail:	DDSEnterprizesLLC@yahoo.com
Signature:		Print Name:	Nick Shephard

**REQUEST FOR PROPOSALS
PONCE INLET PUBLIC WORKS
RFP NO. 2024-05**

Notice is hereby given that the Town of Ponce Inlet ("Town") is accepting proposals for a **40Kw Emergency Generator, RFP No. 2024-05**. Proposals will be accepted at the Ponce Inlet Town Hall, 4300 S. Atlantic Avenue, Ponce Inlet, FL until **2:00 P.M., on Monday, December 30, 2024**, at which time they will be opened in the Council Chambers and available for public inspection.

SCOPE OF WORK: The Town of Ponce Inlet is requesting a proposal for an emergency generator for the Fire Station located at 4680 South Peninsula Drive, Ponce Inlet Florida 32127. Proposals shall be submitted based on the purchase, installation, and integration of a 40Kw emergency generator to the Fire Station. The 40Kw generator can be either diesel or propane powered.

Copies of documents may be obtained from www.demandstar.com. All questions must be received **in writing, via e-mail** by 2:00 p.m., Wednesday, December 11, 2024, addressed to Debbie Stewart at dstewart@ponce-inlet.org.

A non-mandatory Prebid meeting will be held at 2:00 p.m., Wednesday, November 20, 2024, located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127

Responses to vendor questions received will be posted on Demand Star and the town's website and marked as "Addendum-Staff Responses." It is the responder's responsibility to check these sites for updates/addendums.

No RFPs received after the time and date specified for the opening will be considered. The Town reserves the right to reject all RFPs. Grounds for such a rejection shall include, but shall not be limited to, the receipt of only one response to the solicitation, realization of overly restrictive specifications in the solicitation, unclear directions to vendors in the solicitation, inadequate number of responses to the solicitation, change in Town's needs after issuance of solicitation, and other grounds provided by law.

Award of the contract will be made to the responsible bidder for the actual amount negotiated and contracted. Responsible bidder means the bidder who has the capability, in all respects, to fully perform the contract requirements and the integrity and reliability that will assure good faith performance or as otherwise provided by law.

Proposals shall be addressed to **Town Clerk, Town of Ponce Inlet, 4300 South Atlantic Avenue, Ponce Inlet, FL 32127** in a **SEALED ENVELOPE** plainly marked on the outside: **"FIRE STATION – EMERGENCY GENERATOR; RFP 2024-05"**.

Kim Cherbano, CMC
Town Clerk

NON-COLLUSION AFFIDAVIT

I, Nicholas M Shepherd, depose and say that:

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

[Signature]
Bidder's Signature

12/30/24
Date Signed

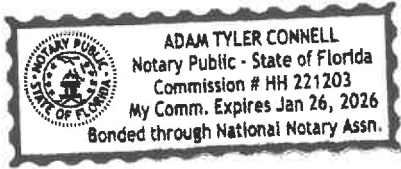
STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of Dec, 2024, by Nicholas M. Shepherd as authorized representative of the bidder agency submitting this packet.

[Signature]
Notary Signature

Notary Stamp/Seal

Personally known _____ OR Produced Identification: FL DL 5163 633 86 131 0
Type of ID presented: _____



Attachment F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, DDS Enterprises LLC, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

DDS Enterprises LLC

By: 
Signature

Nick Shepard
Recipient's Name

Nick Shepard VP
Name and Title

DEM Contract Number

463 Shaw Lake Rd
Street Address

24-06
Project Number

Pierson FL 32180
City, State, Zip

12/30/24
Date

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Nicholas M Shephard

2 Business name/disregarded entity name, if different from above.
DDS Enterprises LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **S**
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
463 Shaw Lake Road

6 City, state, and ZIP code
Pierson, FI 32180

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
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or

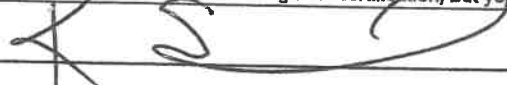
Employer identification number

8	8	-	1	2	3	6	7	3	8
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Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **8/30/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



15519 U.S. Hwy 441
Suite A101
Eustis, FL 32726
Office: 352-735-8285
Fax: 352-609-5165

Accurate Power and Technology, Inc is a State Certified Electrical Contractor since 2005, (S-CORP) EIN (20-2663060), LIC (EC13007737) DUNS (36-247-2800) E-Verify (1651230) that specializes in Back Up Power and Commercial Electric. It is our intent to Contract with Ponce Inlet for RFP24-006.

We understand the scope defined as Supply and install a Generator and switch for the Community Center. No Exceptions are taken for this submittal. All work to be completed with the upmost quality and in a timely manner consciously and having the cities best interest in mind.

Accurate Power currently holds "Brick and Mortar" in Central Florida (Eustis) and the West Coast of Florida (Sarasota).

Accurate Power Manages approx. 5500 Engines around the state.

1. **Eustis – 15519 West US Highway 441 Suite A101 Eustis, FL 32726 (352.735.8285 Office) (Proposing Office) (352.609.5165 FAX)**
2. **Sarasota – 6341 Porter Road Unit 8 Sarasota, FL 34240 (941.867.6580 Office)**

Below is a list of Full Time Employees and procedure:

1. Sonny J Dukes, President, Lead Industrial Technical Advisor 6σ, 407.280.7904
2. Shannon M Dukes, VP, PMP, MBA 352.735.8285
3. Jack Phillips, EC Qualifier 727.858.0687
4. David Kornstadt, Commercial AE 352.805.5024
5. Haley Bogart AR/AP 352.735.8285
6. Brian Eakin, Operations Manager, Lead Certified Industrial Technician 352.735.8285
7. Chris Ethridge, Lead Electrical, Lic Journeyman, Staff Engineer and Estimator 352.735.8285
8. Toni Hayden, Service Manager, Parts, Warranty and Quoting 352.735.8285
9. Allen Green – Lead Industrial Diesel 352.735.8285
10. On-Call 352.735.8285 (prompts)

We are currently staffed to complete 12 million in Revenue annually. **Our service department supports some large clients to date such as FDOT, Seminole County,**

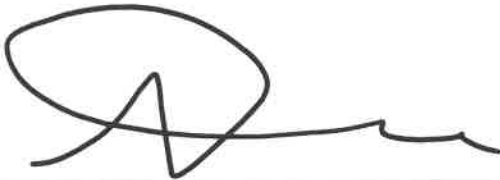
Mt Dora, Pinellas County Schools, Orlando Utilities, City of Altamonte Spring, Florida Keys, FDVA, FDEMS, and FDEMS. We also support several "Life Safety" Clients such as nursing homes and assisted living facilities. All 24 of our Vehicles are 2018/2019/2022 and are either owned by us or Enterprise Fleet. All (Uniformed)Technicians hold Jessica Lunsford certification.

All contents of this proposal are true and accurate, all requirements for this Bid Proposal can be met, including, but not limited to, insurance, bonding, and licensing, and Certifications.

MISSION STATEMENT AND CORE VALUES

Accurate Power and technology provide the best possible cutting-edge backup power product for any budget. We focus on the best value and service across every client we serve.

1. We believe our employees come first and we respect our suppliers.
2. We stay involved in our community and are dedicated to our chosen organizations to help less fortunate.
3. We have passion for execution.
4. We will be experience focused rather than price.
5. We will strive to achieve 100% customer satisfaction.



_____, President 11/20/2024

Sonny J Dukes
Controller, Accurate Power and Technology, Inc
EC13007737
6σ, ITIL, NET+, SEC+
OFFICE: 352.735.8285
15519 West US Highway 441
Suite 101A
Eustis, FL 32726

**REQUEST FOR PROPOSALS
PONCE INLET PUBLIC WORKS
RFP NO. 2024-06**

Notice is hereby given that the Town of Ponce Inlet (“Town”) is accepting proposals for a **45Kw Emergency Generator, RFP No. 2024-06**. Proposals will be accepted at the Ponce Inlet Town Hall, 4300 S. Atlantic Avenue, Ponce Inlet, FL until **2:00 P.M., on Monday, December 30, 2024**, at which time they will be opened in the Council Chambers and available for public inspection.

SCOPE OF WORK: The Town of Ponce Inlet is requesting a proposal for an emergency generator for the Community Center located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127. Proposals shall be submitted based on the purchase, installation, and integration of a 45Kw emergency generator to the Community Center. The 45Kw generator can be either diesel or propane powered.

Copies of documents may be obtained from www.demandstar.com. All questions must be received **in writing, via e-mail** by 2:00 p.m., Wednesday, December 11, 2024, addressed to Debbie Stewart at dstewart@ponce-inlet.org.

A non-mandatory Prebid meeting will be held at 2:00 p.m., Wednesday, November 20, 2024, located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127.

Responses to vendor questions received will be posted on Demand Star and the town’s website and marked as “Addendum-Staff Responses.” It is the responder’s responsibility to check these sites for updates/addendums.

No RFPs received after the time and date specified for the opening will be considered. The Town reserves the right to reject all RFPs. Grounds for such a rejection shall include, but shall not be limited to, the receipt of only one response to the solicitation, realization of overly restrictive specifications in the solicitation, unclear directions to vendors in the solicitation, inadequate number of responses to the solicitation, change in Town’s needs after issuance of solicitation, and other grounds provided by law.

Award of the contract will be made to the responsible bidder for the actual amount negotiated and contracted. Responsible bidder means the bidder who has the capability, in all respects, to fully perform the contract requirements and the integrity and reliability that will assure good faith performance or as otherwise provided by law.

Proposals shall be addressed to **Town Clerk, Town of Ponce Inlet, 4300 South Atlantic Avenue, Ponce Inlet, FL 32127** in a **SEALED ENVELOPE** plainly marked on the outside: **“COMMUNITY CENTER – EMERGENCY GENERATOR; RFP 2024-06”**.

Kim Cherbano, CMC
Town Clerk

Community Center Generator

REQUEST FOR PROPOSAL (RFP)

Scope of Work:

The Town of Ponce Inlet is requesting a proposal for an emergency generator for the Community Center located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127. Proposals shall be submitted based on the purchase, installation, and integration of a 45Kw standby generator. The 45Kw generator can be either diesel or propane powered.

The Generator will be protected against a 500-year flood event or 7 feet above sea level by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The Generator shall be designed/constructed/installed in accordance with the International Code Council’s ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, NFPA 70E 2020, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

The contractor will be responsible for the permit and engineering to install and integrate the generator to the Community Center. After completion of the integration of the generator the contractor will provide a one-hour training session about the generator to Public Works staff.

Deadline:

Please return this Request for Proposal Form addressed to Town Clerk, Town of Ponce Inlet, 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127 in a SEALED ENVELOPE plainly marked on the outside “RFP 2024-06 Community Center Generator” with a Lump Sum Price by **2:00 pm, Monday December 30, 2024.**

Lump Sum/Unit Pricing:

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	AMOUNT PROPOSAL
1	45Kw Generator Project	1	LS	98,860 ⁰⁰
LUMP SUM TOTAL				

NOTE: This is for LUMP SUM COST of the entire project, unit prices are to establish pricing if additional work is required above or beyond the Lump Sum Base Price.

Vendor Name:	Sonny J. Dukes	Date:	12-27-24
Company:	Accurate Power and Technology, Inc		
Phone #:	407-280-7904	eMail:	sonny@accuratepowerandtechnology.com
Signature:		Print Name:	Sonny J. Dukes

Attachment F

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, no subs to be used, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

 Sony J. Dikes.

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

NON-COLLUSION AFFIDAVIT

I, Sonny J. Duker, depose and say that:

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

[Signature]
Bidder's Signature

12-27-24
Date Signed

STATE OF: Florida COUNTY OF: Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of Dec, 2024, by Sonny Duker as authorized representative of the bidder agency submitting this packet.

[Signature]
Notary Signature

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

Notary Stamp/Seal
Notary Public State of Florida
Kimberly Slotnick
My Commission HH 617721
Expires 3/22/2029

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Accurate Power and Technology, Inc		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	2 Business name/disregarded entity name, if different from above A Generator Guy			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____			
	5 Address (number, street, and apt. or suite no.) See instructions. 15519 West Us Highway 441 Suite A101			Requester's name and address (optional)
	6 City, state, and ZIP code Eustis, FL 32726			
	7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	2	6	6	3	0	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	<i>Sonny Duker</i>	Date ▶ 1/1/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Addendum #1

Town of Ponce Inlet

Community Center Generator - RFP No. 2024-06

Q&A

1. *What is the estimated construction budget for the 45Kw generator project?*

Answer – \$55,000

Debbie Stewart, Assistant Deputy Clerk
Addendum #1 – dated 11/13/2024



Addendum #2

Town of Ponce Inlet

Fire Department Generator - RFP No. 2024-05

Q&A from Pre-Bid Meeting 11/20/2024

1. *What are you looking for?*

Answer – One for one swap of the current generator as long as it meets current codes listed in the scope of work.

2. *What about the transfer switch?*

Answer – Add a new transfer switch (if needed) as an alternate to the proposal.

3. **Generator must be industrial grade not residential grade.**

JD President
Song J Dees.

Debbie Stewart, Assistant Deputy Clerk
Addendum #1 – dated 11/13/2024



Addendum #3

Town of Ponce Inlet

Community Center Generator - RFP No. 2024-06

1. *Can you please expand on the statement in the posting,*

"The Generator will be protected against a 500-year flood event or 7 feet above sea level by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA)".

Beyond supplying and installing the generator, is there additional engineering and site work to be expected? For example, building an elevated platform to meet the above sea level requirement.

Answer – Yes, additional engineering and site work will need to be performed to place the generator at the proper height to meet the regulations.

Debbie Stewart, Assistant Deputy Clerk
Addendum #3 – dated 12/10/2024



Addendum #4

Town of Ponce Inlet

Community Center Generator - RFP No. 2024-06

1. *We believe that all bidders should be attempting to bid the same project. You are requesting an either or on generator type of diesel or propane. Propane will require a 3rd party propane supplier with tanks that could be purchased or perhaps leased. As diesel is existing at the Fire Station we request all bidders quote diesel generators.*

Answer – The RFP lists the proposal requirements. It is up to the bidders to determine what they will bid on.

2. *Who will be responsible for existing fuel removal and new fuel?*

Answer - New Fuel will be the responsibility of the Town. Bidders will need to provide enough fuel for the final test of the generator.

3. *What are we to do with the old generator from the Fire Station?*

Answer - Remove and properly dispose.

4. *Please confirm that there is no remote annunciator.*

Answer - Bidders can review the project site at any time prior to the bids being due.

5. *Confirm the intent is to reuse the existing wiring.*

Answer - As long as it meets code requirements.

6. *Will any bollards be required at the Community Center?*

Answer - Not for this bid.

7. *We understand the 500 year flood requirement spelled out in Addendum 3 however, it would help keep all bidders on the same page if we knew what the current elevations were for the 2 parking spaces and the existing generator pad. Please advise.*

Answer - That is for the bidders to determine.

8. *We are concerned about the existing utility service size for the Community Center. The main in the panel is 300 amps however, the incoming utility feed to the meter is 350 MCM aluminum, which is rated at 250 amps. We could not tell the wire size for the load (Main Panel) but it would need to be 500 MCM aluminum to be rated for the 300 amp main breaker. As a 300 amp Service entrance rated ATS will be almost impossible to find and the service is 3 phase, we are requesting that the owner reach out to the*

electrical utility for the peak KW draw by month over the last 12 months. This will greatly assist in providing the proper transfer switch and or main disconnect.

Answer – The Town will review and send out as an additional addendum.

9. *At the Fire Department please advise how the existing ATS is fed, its location and amperage rating.*

Answer - Bidders can review the project site at any time prior to the bids being due.

10. *Are there any special generator start up requirements?*

Answer - Standard regulation requirements.

Debbie Stewart, Assistant Deputy Clerk
Addendum #4 – dated 12/11/2024



Addendum #5

Town of Ponce Inlet

Community Center Generator - RFP No. 2024-06

1. Are there Liquidated damages and are they capped?

Answer – No.

2. What is the warranty period?

Answer – 1-year labor and the manufacturer's warranty.

3. Is there Force majeure language that uncontrollable events do not cause default and provide an extension of time to complete?

Answer - There is not a completion date at this point.

4. Is there Mutual waiver of consequential damages? If not, can it be added?

Answer – Not at this time.

5. Is a bid bond required for this bid? If so, will the obligee allow the use of AIA bond forms?

Answer – No bid bond required.

6. What is the substantial and final completion?

Answer – That will be based on the manufacturer's delivery date of the generators.

Debbie Stewart, Assistant Deputy Clerk
Addendum #5 – dated 12/11/2024



15519 U.S. Hwy 441
Eustis, FL 32726
Office: 352-735-8285
Fax: 352-609-5165

Qualifications and Experience

Accurate Power and Technology, Inc is a State Certified Electrical Contractor that specializes in Back Up Power and Commercial Electrical Service. Our Mission Statement and Core Values will explain our required commitment to customer satisfaction and businesslike concerns for our clients.

MISSION STATEMENT AND CORE VALUES

Accurate Power and technology provide the best possible cutting-edge backup power product for any budget. We focus on the best value and service across every client we serve.

1. We believe our employees come first and we respect our suppliers.
2. We stay involved in our community and are dedicated to our chosen organizations to help less fortunate.
3. We have passion for execution.
4. We will be experience focused rather than price.
5. We will strive to achieve 100% customer satisfaction.

We have successfully completed administratively and Operationally Major Service and Installation work for several large clients including. We have never missed a budget or schedule. Below we have listed some of the contracts we have held over the last 10 years

1. Department of Transportation (**MOT Certified**)
2. Department of Agriculture
3. Florida Department of Health
4. Orange County
5. Lake County
6. Pinellas County Schools Board
7. City of Altamonte Springs
8. Orlando Utilities
9. Lee County School Board
10. St Johns County School Board
11. DMS
12. DEMS
13. City of Daytona Beach
14. Key West Electrical Co-Op

15. Tarpon Springs
16. Punta Gorda
17. Sarasota County
18. Orange County Convention Center
19. City of Casselberry
20. Manatee County

Below is a list of Employees and procedure:

1. Sonny J Dukes, President, Lead Industrial Tech, 6σ 407.280.7904
2. Shannon M Dukes VP, PMP, MBA 352.735.8285
3. Jack Phillips, EC Qualifier 727.858.0687
4. David Kornstadt, Commercial AE 352.805.5024
5. Haley Bogart AR/AP 352.735.8285
6. Brian Eakin, Operations Manager – 352.735.8285
7. Brian Eakin, Lead/Certified Industrial Technician 352.735.8285
8. Chris Ethridge – Lead Engineering and Senior Electrician, Lic Journeyman, Estimator.
9. Kim Slotnick – Project Coordinator 352.735.8285
10. Toni Hayden, Service Manager, Parts, Warranty and Commercial 352.735.8285
11. Allen Green – Lead Industrial Technician/Trainer 352.735.8285
12. On-Call 352.735.8285

We are currently staffed to complete 10 million in Revenue annually. **Our service department supports some large clients to date such as the City of Eustis, Mt Dora, Lake County, and Department of Transportation. We also support several “Life Safety” Clients such as nursing homes and assisted living facilities.** All 30 of our Vehicles are 2020-2022 and are either owned by us or Enterprise Fleet. Our Company was started in 2005 and has over 3500 Residential, Commercial, and Industrial Clients.

Accurate Power and Technology is open Monday thru Friday from 0800 to 1730

Accurate Power and Technology, Inc Currently employees 48 individuals from Permit Technicians, Service Technicians to Electrical Installation Technicians.

Accurate Power and Technology resides in Eustis, Fl housing around 5000sq/ft of rented space. We also own free and clear an acre of property in Mt Dora located

on 441 where we intend to build the future office. Both are secure and house cameras.

Accurate Power holds Brick and Mortar in Eustis, and Sarasota

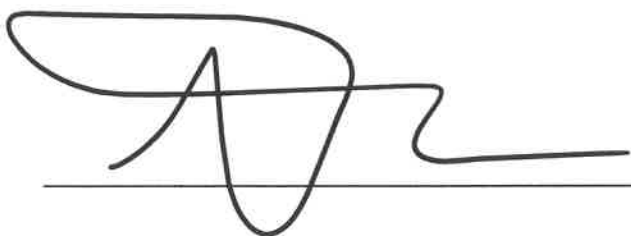
Accurate Power and Technology can accommodate walk-ins and scheduled appointments. We can usually respond to appointment requests and accommodate most any time and date during normal day and times.

When emergencies arise Accurate Power and Technology will ensure The School District is given priority for repair and call outs.

Our Uniformed techs are completely qualified and have the tools on hand to complete most of the work that would be needed. EX..

1. Air Tools and Compressors.
2. Pumps.
3. Safety Clean supply's our Oil and AF.
4. Welders
5. Calibrated Meters and complete PPE
6. We are building a truck to carry Fuel 200 gallons for emergencies.
7. Torque wrenches
8. Laptop and software for ATS's and Engine Diagnostic Tools.
9. 500KW and 6-100KW Load Banks in inventory. The Upper Sizes are rented to 2M.
10. Fuel Testing (Polaris Labs)
11. Fuel Polishing (In House)
12. OSHA 10-40, NFPA110 training held in house. Certified Trainer

All contents of this proposal are true and accurate.

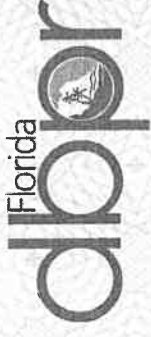
A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line and a small flourish.

President 11/20/2024



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

PHILLIPS, JACK E

A GENERATOR GUY
32744 SCENIC HILLS DRIVE
MOUNT DORA FL 32757

LICENSE NUMBER: EC13007737

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**EVALUATION OF PAST PERFORMANCE –
ENCLOSE THREE (3) REFERENCES WITH THE BID**

(Please type or clearly print below)

To be completed by the Bidder:

Bidder or Associated Business Entity's Name: Accurate Power and Technology
 Company Representative: Chris Eldrige
 Bidder's Phone Number: 352 735-8285

REFERENCE:

Reference Organization Name: City of Winter Springs
 Reference Contact: Leonard Hartman
 Reference Phone Number: 407 327-7580
 Reference Email Address: Lhartman@winterspringsfl.org

Briefly describe the work performed for the above Reference:
 Installed 26 light poles and LED Lights.

The following questions will be asked of the client reference as chosen at the discretion of the Department.

1. How well did the contractor adhere to the agreed upon schedule?
 Excellent XX Above Satisfactory _____ Satisfactory _____ Fair _____
 Poor _____

Comments: Contractor met each deadline.

2. How would you rate the contractor's overall quality of work?
 Excellent XX Above Satisfactory _____ Satisfactory _____ Fair _____
 Poor _____

Comments: Contractor did a great job.

3. How would you rate the contractor's use of adequate personnel in quantity, experience and professionalism?
 Excellent XX Above Satisfactory _____ Satisfactory _____ Fair _____
 Poor _____

Comments:

4. How would you rate the contractor's use of appropriate equipment and methods?
 Excellent XX Above Satisfactory _____ Satisfactory _____ Fair _____

SCORING:

Excellent	4	4 points	
Above Satisfactory	=	3 points	Total Score = <u>16</u>
Satisfactory	=	2 points	
Fair	=	1 point	
Poor	=	0 points	Average (Total Score/4) = <u>4</u>

Reference Signature: Len Hartman Date: 2024-10-31

**EVALUATION OF PAST PERFORMANCE –
ENCLOSE THREE (3) REFERENCES WITH THE BID**

(Please type or clearly print below)

To be completed by the Bidder:

Bidder or Associated Business Entity's Name: _____

Company Representative: _____

Bidder's Phone Number: _____

REFERENCE:

Reference Organization Name: Pinellas County Schools

Reference Contact: Mike McClimon

Reference Phone Number: 707 638 3373

Reference Email Address: McClimonM@PCSB.ORG

Briefly describe the work performed for the above Reference:

Generator Maintenance Contract

The following questions will be asked of the client reference as chosen at the discretion of the Department.

1. How well did the contractor adhere to the agreed upon schedule?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: Always on Schedule

2. How would you rate the contractor's overall quality of work?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: work always done right

3. How would you rate the contractor's use of adequate personnel in quantity, experience and professionalism?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: Always Knowledgeable Technicians

4. How would you rate the contractor's use of appropriate equipment and methods?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: Always has Proper tools to Complete work

SCORING:

Excellent = 4 points

Above Satisfactory = 3 points

Satisfactory = 2 points

Fair = 1 point

Poor = 0 points

Total Score = 16

Average (Total Score/4) = 4

Reference Signature: Mike McClimon

Date: 10-31-24

**EVALUATION OF PAST PERFORMANCE –
ENCLOSE THREE (3) REFERENCES WITH THE BID**

(Please type or clearly print below)

To be completed by the Bidder:

Bidder or Associated Business Entity's Name: _____

Company Representative: _____

Bidder's Phone Number: _____

REFERENCE:

Reference Organization Name: Manatee County School District

Reference Contact: Steve Gill

Reference Phone Number: 941-932-7912

Reference Email Address: Gills@manateeschools.net

Briefly describe the work performed for the above Reference:

Generator install

The following questions will be asked of the client reference as chosen at the discretion of the Department.

1. How well did the contractor adhere to the agreed upon schedule?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: _____

2. How would you rate the contractor's overall quality of work?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: _____

3. How would you rate the contractor's use of adequate personnel in quantity, experience and professionalism?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: _____

4. How would you rate the contractor's use of appropriate equipment and methods?

Excellent Above Satisfactory _____ Satisfactory _____ Fair _____ Poor _____

Comments: _____

SCORING:

Excellent = 4 points

Above Satisfactory = 3 points

Satisfactory = 2 points

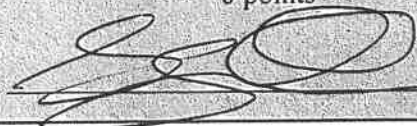
Fair = 1 point

Poor = 0 points

Total Score = 16

Average (Total Score/4) = 16


Reference Signature: _____



Date: 10/28/24

ATTACHMENT - 3

REFERENCE FORM

	The School Board of Seminole County, Florida Purchasing and Distribution Services Department 400 East Lake Mary Boulevard Sanford, Florida 32773
---	--

The Next Line To Be Completed by the Firm Being Referenced:

Firm: Lee County School Board

School Board ITB Number and Title: ITB #20210058B-CB – Generator P.M. and Repair

The School Board of Seminole County is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return to firm requesting reference. Your assistance in providing this information is appreciated. ***Reference forms shall be included in your bid submittal.**

This Section To Be Completed by the Reference Provider:

What specific services did this firm provide? Generator PM and Service Contract

- | | | |
|--|---|-----------------------------|
| Was the firm responsive to your needs and requests? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was there good communication between the client and the firm? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was the firm proactive in resolving problems and disputes? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was the staff professional and knowledgeable? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Were the services completed on time and within budget? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Has this firm ever been awarded a repeat contract by your Organization for similar services? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Would you award a contract to this firm again for similar services? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

How would you rate the overall performance of the firm?

- Excellent
 Very Good
 Satisfactory
 Unsatisfactory

Comments: Responsive to all our needs for all brands of generators, transfer switches and transformers. We have been using Accurate Power for all our new generator install

Name of Person Providing Information:

Printed name Carl Allen
CARL ALLEN

Signature *Carl Allen*

Title: Asst. Supervisor Electrical

Phone: 239-707-4489

Company/Agency: Lee County School Board

Date: 2/20/24



PROPOSAL

IPS Power Systems

6312 78th street
Riverview, Florida 33578
www.ips.us

TOTAL NET VALUE

Accurate Power & Technology

15519 West Highway 441, Suite 101A
Eustis, FL 32726

Proposal #
Proposal Date
Project
Contact
Expires
Email
Mobile Number :
Branch

Attention: Chris Ethridge

ITEM & DESCRIPTION

AMOUNT

KOHLER Model 40REOZK , EPA Certified Diesel Generator Set
42kW, @ 0.8 PF, 60 Hz, 3 Phase, 277/480 Volt, alternator 4P7BX

APM 402 Controller meets NFPA 110
Enclosure: Sound Aluminum, 181 MPH Wind Load Rated, Critical Silencer

FLEXIBLE FUEL LINES
FUEL PRESSURE GAUGE ASSY
ASSY AIR CLEANER RESTRICTION IND.
Coolant in Genset 4 gals.
Oil in GenSet, 16.5 qt
Rodent Guard, 4PX

Sub-base Fuel Tank, 48 Hour, 229 Gallon, UL142
Fuel Water Separator
Line Circuit Breaker, 3 Pole, 100% Rated,
70-Amp, Thermal mag w/ Shunt Trip, Shunt Trip Wiring, aux contact
Software, Fuel Level&Fuel In Basin
Block Heater, 120V 1000W
Battery,1/12V,650CCA,Wet
Assy Battery Charger, 12V/24V, 10A
Generator Heater, 120/240V, 200W
Run Relay, 12V
Governor, Electronic, Kit
APM402/DEC3000 2 INPUT/5 OUTPUT

Battery Rack and Cables
Remote Emergency Stop, Lockable



ITEM & DESCRIPTION

AMOUNT

Remote Annunciator
Vibration Isolators: Internal

Certified Factory Test @ 0.8 P.F.
1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual

Warranty and Services:
5-year comprehensive Warranty
Start Up & On Site Load Bank Testing in Florida

Supplied by Others
Off-loading @ Job Site
Installation of System
Fuel & Electrical Piping
All Infrared, 3rd Party & NETA Testing
Supply of Fuel

Estimated Lead Time
13-15 weeks after release of order
Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release

Exceptions / Clarifications / Notes: no other equipment or services provided other than those listed herein

Offer Based Upon: dealer email

Exceptions / Clarifications / Notes: No other equipment or services provided other than those listed herein

Offer Based Upon: dealer email

Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted

F.O.B. Factory
Delivery in Florida provided (offload, set and installation services by others)
Sales Tax Not Included

****ADDITIONAL EXCEPTIONS & NOTES:**

Terms & Conditions

TAW Power Systems, Inc. STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW Power Systems, Inc. You may find a copy under the terms and conditions section at tawinc.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW Power Systems, Inc. will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also

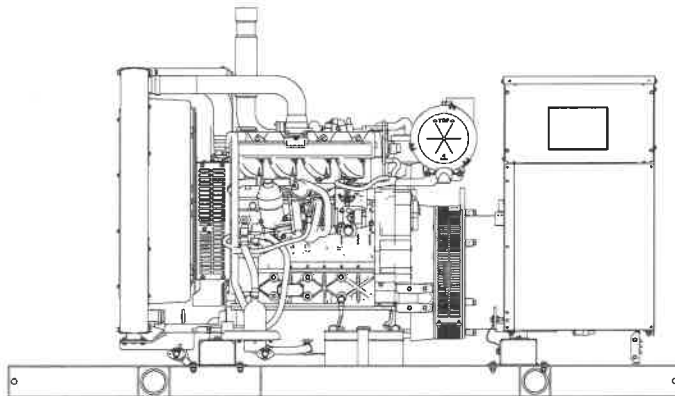




**Tier 3 EPA-Certified for Stationary
Emergency Applications
(Not for sale in California)**

Ratings Range

		60 Hz
Standby:	kW	37-42
	kVA	37-52
Prime:	kW	34-37
	kVA	34-46



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set engine is certified to meet the Environmental Protection Agency (EPA) emergency stationary emissions requirements.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
 - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
 - The low coolant level shutdown prevents overheating (standard on radiator models only).
 - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	130°C Rise Standby Rating		105°C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4P5X	120/208	3	60	42/52	145	37/46	128
	127/220	3	60	42/52	137	37/46	121
	120/240	3	60	41/51	123	37/46	111
	120/240	1	60	37/37	154	34/34	141
	139/240	3	60	42/52	126	37/46	111
	220/380	3	60	41/51	77	37/46	70
	277/480	3	60	42/52	63	37/46	55
	347/600	3	60	42/52	50	37/46	44
4P7BX	120/208	3	60	42/52	145	37/46	128
	127/220	3	60	42/52	137	37/46	121
	120/240	3	60	41/51	123	37/46	111
	120/240	1	60	40/40	166	36/36	150
	139/240	3	60	42/52	126	37/46	111
	220/380	3	60	42/52	79	37/46	70
	277/480	3	60	42/52	63	37/46	55
4Q5X	120/240	1	60	40/40	166	36/36	150
	4Q7BX	120/240	1	60	40/40	166	36/36

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* Standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. *Prime Power Ratings:* At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain the technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	12, Reconnectable 4, 110-120/220-240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Specifications	Alternator
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4P5X (12 lead)	138
480 V 4P7BX (12 lead)	180
240 V 4Q5X (4 lead)	92
240 V 4Q7BX (4 lead)	113

Application Data

Engine

Engine Specifications	
Manufacturer	Kohler Diesel
Engine model	KDI 3404TM
Engine type	4-Cycle, Turbocharged
Cylinder arrangement	4 Inline
Displacement, L (cu. in.)	3.4 (207)
Bore and stroke, mm (in.)	96 x 116 (3.28 x 4.57)
Compression ratio	18.5:1
Piston speed, m/min. (ft./min.)	418 (1371)
Main bearings: quantity, type	5, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	50 (67)
Cylinder head material	Cast Iron
Crankshaft material	Cast Iron
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Chromium Steel
Governor: type, make/model	Stanadyne/Mechanical (or Electronic *)
Frequency regulation, no-load to full-load	Droop, 5% (or Isochronous *)
Frequency regulation, steady state	±0.5%
Frequency	Fixed
Air cleaner type, all models	Dry

* Requires available electronic governor option

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m ³ /min. (cfm)	8.1 (286)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	490 (914)
Minimum/maximum allowable back pressure, kPa (in. Hg)	6 (1.8)/9 (2.7)
Exhaust outlet size at engine hookup, mm (in.)	63.5 (2.5)

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	90
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating	One, 650
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	8.0 (0.31)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, engine-driven fuel pump, m (ft.)	3.0 (10.0)
Max. fuel flow, Lph (gph)	46 (12.2)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel filter	
Prefilter	74 Microns
Primary/Water Separator	5 Microns @ 98% Efficiency
Recommended fuel	#2 Ultra Low Sulfur Diesel

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	15.3 (16.2)
Oil pan capacity with filter, L (qt.)	15.6 (16.5)
Oil filter: quantity, type	1, Cartridge
Oil cooler	Water-Cooled

Application Data

Cooling

Radiator System

Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	4.5 (1.19)
Radiator system capacity, including engine, L (gal.)	12.3 (3.2)
Engine jacket water flow, Lpm (gpm)	125 (33)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	32 (1821)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	11 (626)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	597 (23.5)
Fan, kWm (HP)	1.8 (2.3)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Enclosure reduces ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements

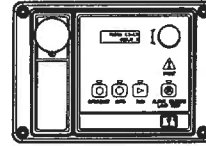
Radiator-cooled cooling air, m ³ /min. (scfm) †	96.3 (3400)
Combustion air, m ³ /min. (cfm)	4.5 (159)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	10.5 (600)
Alternator, kW (Btu/min.)	7.6 (435)
Max. air intake restriction, kPa (in. Hg)	5.2 (1.54)

† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption

Diesel, Lph (gph) at % load	Standby Rating
100%	14.0 (3.7)
75%	11.7 (3.1)
50%	9.1 (2.4)
25%	4.9 (1.3)
Diesel, Lph (gph) at % load	Prime Rating
100%	13.2 (3.5)
75%	10.6 (2.8)
50%	7.6 (2.0)
25%	4.9 (1.3)

Controllers

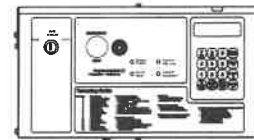


Decision-Maker[®] 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus[®] protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories.



Decision-Maker[®] 550 Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus[®] protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-46 for additional controller features and accessories.

Modbus[®] is a registered trademark of Schneider Electric.

Additional Standard Features

- Air Cleaner, Heavy Duty
- Alternator Protection
- Battery Rack and Cables
- Open Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with narrow skid and enclosure models only)
- Operation and Installation Literature
- Radiator Drain Extension (with enclosure models only)
- Stainless Steel Fasteners on Enclosure (with enclosure models only)

Available Options

Approvals and Listings

- CSA Certified
- IBC Seismic Certification
- UL2200 Listing

Enclosed Unit

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)
- Stainless Steel Latches and Hinges

Open Unit

- Exhaust Silencer, Critical (kit: PA-324470)
- Flexible Exhaust Connector, Stainless Steel

Fuel System

- Flexible Fuel Lines
- Fuel Pressure Gauge
- Subbase Fuel Tanks

Controller

- Common Failure Relay
- Communication Products and PC Software (550 controller only)
- Customer Connection (550 controller only)
- Dry Contact (isolated alarm) (550 controller only)
- Input/Output Module
- Manual Speed Adjust (requires Electronic Governor or 550 controller)
- Remote Annunciator Panel
- Remote Emergency Stop
- Run Relay

Cooling System

- Block Heater (1000 W, 110-120 V)
Recommended for ambient temperatures below 0°C (32°F).
- Radiator Duct Flange

Electrical System

- Alternator Strip Heater
- Battery
- Battery Charger, Equalize/Float Type
- Battery Heater
- Electronic Governor
- Line Circuit Breaker (NEMA type 1 enclosure)
- Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

Miscellaneous

- Air Cleaner Restriction Indicator
- Engine Fluids Added
- Rated Power Factor Testing
- Rodent Guards

Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

Warranty

- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

Other Options

- _____
- _____
- _____
- _____
- _____

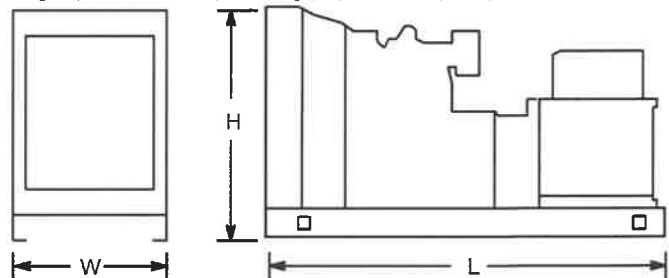
Dimensions and Weights

Overall Size, L x W x H, mm (in.):

Wide Skid: 2300 x 1040 x 1133 (90.6 x 41.0 x 44.6)

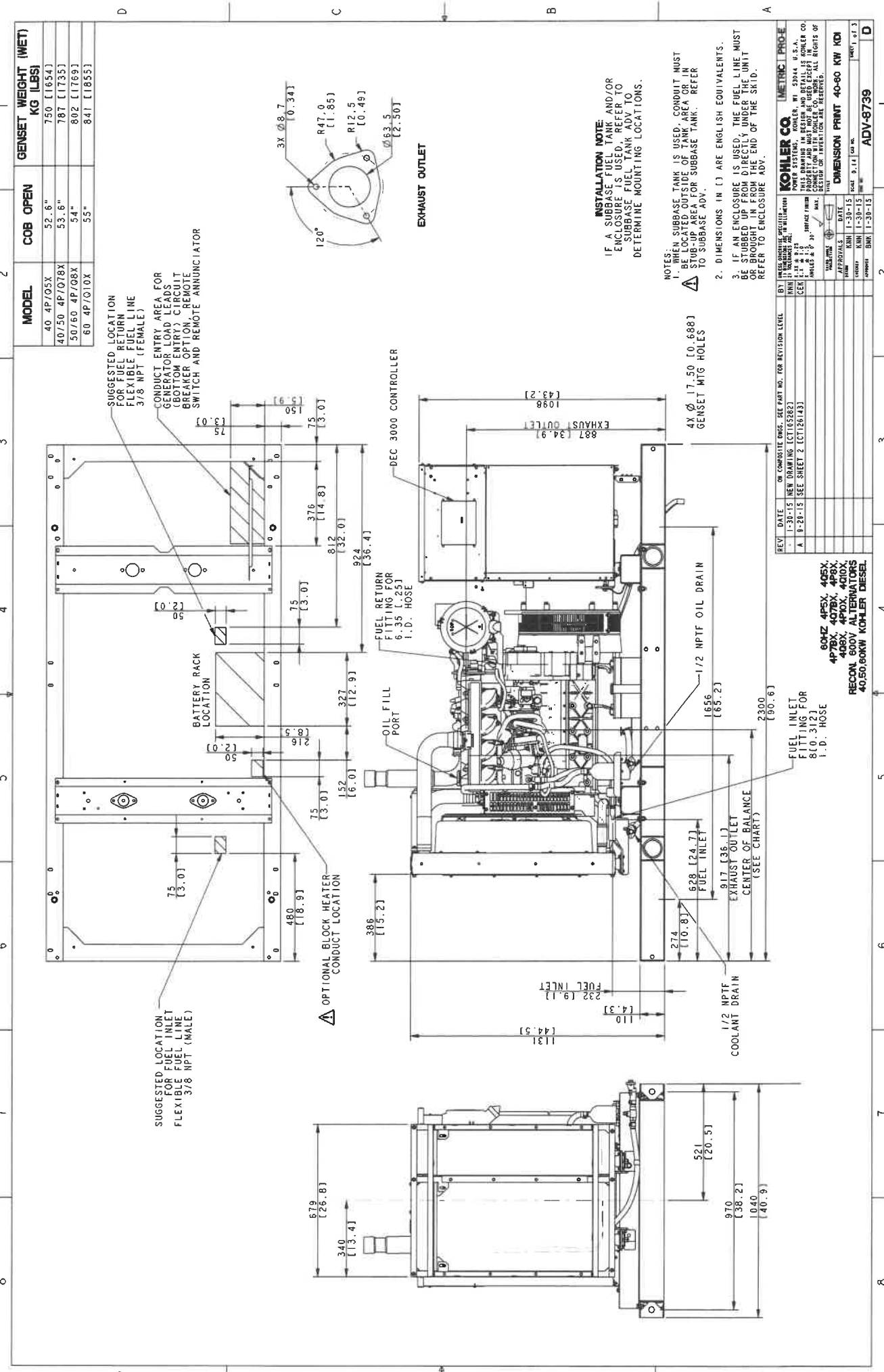
Narrow Skid: 1875 x 780 x 1067 (73.8 x 30.7 x 42.0)

Weight (radiator model), wet, kg (lb.): 787 (1735)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

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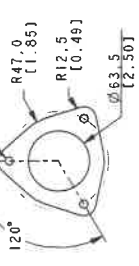


MODEL	COB OPEN	GENSET WEIGHT (WET) KG (LBS)
40 4P/05X	52.6"	750 [1654]
40/50 4P/078X	53.6"	787 [1735]
50/60 4P/08X	54"	802 [1769]
60 4P/010X	55"	841 [1855]

SUGGESTED LOCATION FOR FUEL RETURN FLEXIBLE FUEL LINE 3/8 NPT (FEMALE)

CONDUCT ENTRY AREA FOR GENERATOR LOAD LEADS (BOTTOM ENTRY) CIRCUIT BREAKER OPTION, REMOTE SWITCH AND REMOTE ANNUNCIATOR

SUGGESTED LOCATION FOR FUEL INLET FLEXIBLE FUEL LINE 3/8 NPT (MALE)



EXHAUST OUTLET

INSTALLATION NOTE:
IF A SUBBASE FUEL TANK AND/OR ENCLOSURE IS USED, REFER TO SUBBASE FUEL TANK ADV TO DETERMINE MOUNTING LOCATIONS.

- NOTES:**
1. WHEN SUBBASE TANK IS USED, CONDUIT MUST BE LOCATED OUTSIDE OF TANK AREA OR IN STUB-UP AREA FOR SUBBASE TANK. REFER TO SUBBASE ADV.
 2. DIMENSIONS IN [] ARE ENGLISH EQUIVALENTS.
 3. IF AN ENCLOSURE IS USED, THE FUEL LINE MUST BE STUBBED UP FROM THE SKID, THE UNIT OR BROUGHT IN FROM THE END OF THE SKID. REFER TO ENCLOSURE ADV.

REV	DATE	OR COMPOSITE DWG. SEE PART NO. FOR REVISION LEVEL	BY	CHKD	APP'D	DESCRIPTION
1	1-30-15	NEW DRAWING (1C110588)				
A	9-24-13	SEE SHEET 2 (1C110143)				

60HZ 4P5X, 405X, 4P78X, 4078X, 4P8X, 408X, 4P10X, 4010X, 4P10X, 4010X, 4P10X, 4010X	RECON 600V ALTERNATORS	40,50,60KW KOHLER DIESEL
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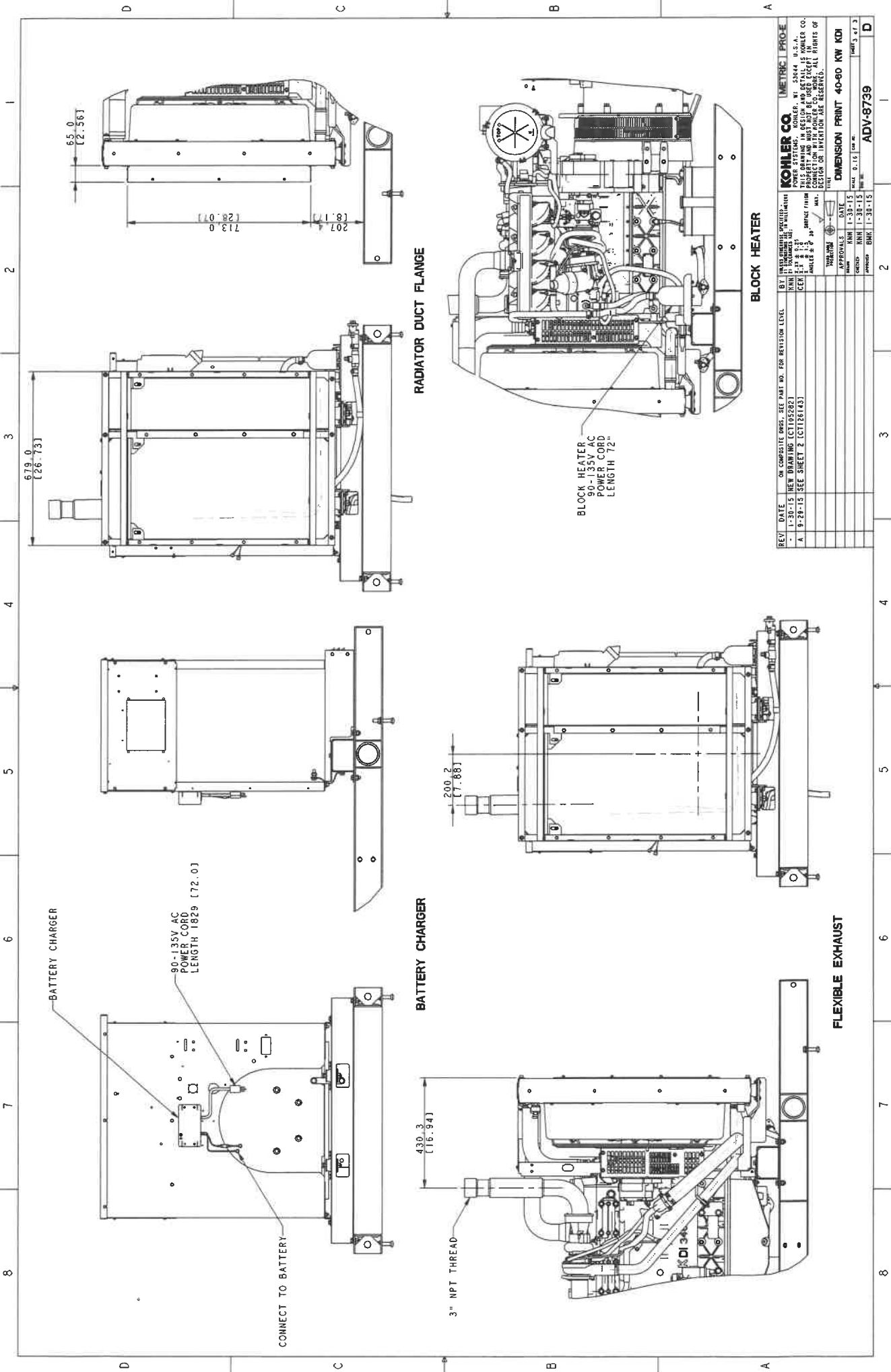
60HZ 4P5X, 405X, 4P78X, 4078X, 4P8X, 408X, 4P10X, 4010X, 4P10X, 4010X, 4P10X, 4010X	RECON 600V ALTERNATORS	40,50,60KW KOHLER DIESEL
---	------------------------	--------------------------

APPROVALS	DATE
DESIGNER	1-30-15
CHKD	1-30-15
APP'D	1-30-15

SCALE	9:1 (1:1) CA. NO.
PROJECT	DKR 1-30-15

ADV-8739	REV 1 of 3
----------	------------

KOHLER CO METRIC
POWER SYSTEMS, KOHLER, WI 53044, U.S.A.
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BATTERY CHARGER

90-135V AC
POWER CORD
LENGTH 1829 (72.0)

CONNECT TO BATTERY

BATTERY CHARGER

3" NPT THREAD

430.3
(16.94)

200.2
(7.88)

BLOCK HEATER
90-135V AC
POWER CORD
LENGTH 72"

RADIATOR DUCT FLANGE

BLOCK HEATER

FLEXIBLE EXHAUST

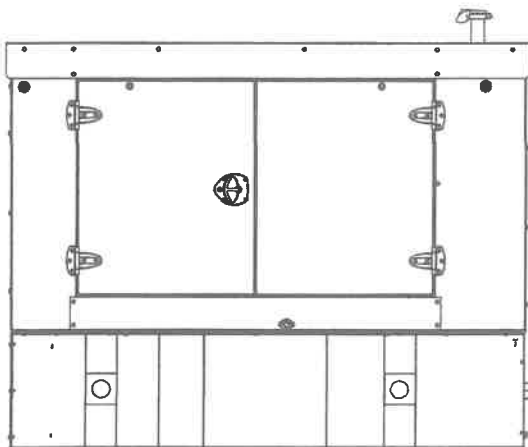
REV	DATE	BY	DESCRIPTION
A	9-28-13	CEC	NEW DIMENSIONS (C1128143)
			SEE SHEET 2 (C1128143)

APPROVALS	DATE	BY	DESCRIPTION
Checked: RNM	1-30-15	RNM	REVISED FOR METRIC
Approved: BMK	1-30-15	BMK	REVISED FOR METRIC

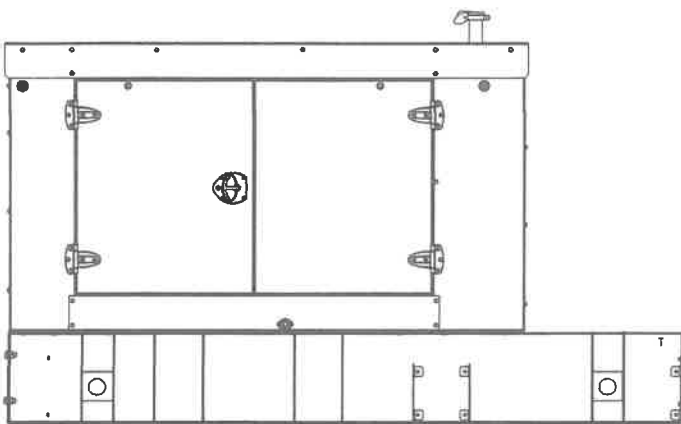
DIMENSION PRINT 40-80 KW KDI	
Scale	0.15 cm = 1 in
Sheet	3 of 3

KOHLER CO. METRIC PROJECT PROE	
POWER SYSTEMS, KOHLER, WI 53044 U.S.A.	
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Applicable to the following:
15-60REOZK



Enclosure with Standard Subbase Fuel Tank



Enclosure with State Code Subbase Fuel Tank

Weather Enclosure Standard Features

- Internal-mounted silencer and flexible exhaust connector.
- Lift base or tank-mounted, steel construction with hinged doors on the service side and easily removable panels on the non-service side.
- Fade-, scratch-, and corrosion-resistant Kohler® Power Armor™ automotive-grade textured finish.
- Enclosure has four large access doors/panels which allow for easy maintenance.
- Lockable, flush-mounted door latches.
- Horizontal air inlet and vertical outlet discharge to redirect air and reduce noise.

Sound Enclosure Standard Features

- Includes all of the weather enclosure features with the addition of acoustic insulation material.
- Lift base or tank-mounted, steel or aluminum construction. Aluminum enclosures are recommended for high humidity and/or high salt/ coastal regions.
- Acoustic insulation that meets UL 94 HF1 flammability classification and repels moisture absorption.
- Sound attenuated enclosure that uses up to 51 mm (2 in.) of acoustic insulation.
- Aluminum sound enclosure is certified to 186 mph (299 kph) wind load rating.

Subbase Fuel Tank Features

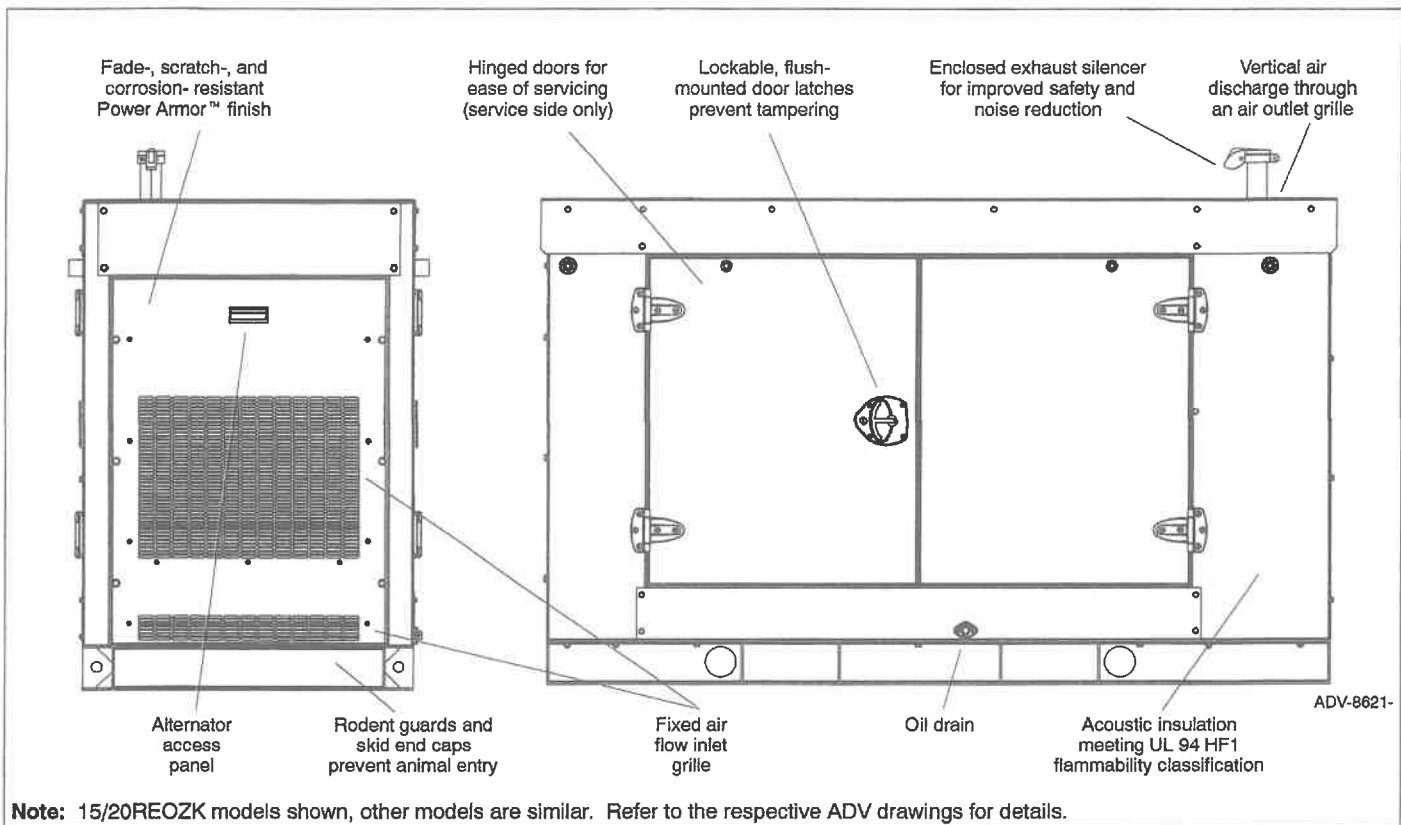
- The fuel tank has a Power Armor Plus™ textured epoxy-based rubberized coating.
- The above-ground rectangular secondary containment tank mounts directly to the generator set, below the generator set skid (subbase).
- Both the inner and outer tanks have emergency relief vents.
- Flexible fuel lines are provided with subbase fuel tank selection.
- The secondary containment generator set base tank meets UL 142 tank requirements. The inner (primary) tank is sealed inside the outer (secondary) tank. The outer tank contains the fuel if the inner tank leaks or ruptures.
- State tanks with varying capacities are an available option. Florida Dept. of Environmental Protection (FDEP) File No. EQ-634 approved.

Available Approvals and Listings

- UL 2200 Listing
- CSA Certified
- IBC Seismic Certification
- cUL Listing (fuel tanks only)

NOTE: Some models may have limited third-party approvals; see your local distributor for details.

Weather and Sound Enclosure



Note: 15/20REOZK models shown, other models are similar. Refer to the respective ADV drawings for details.

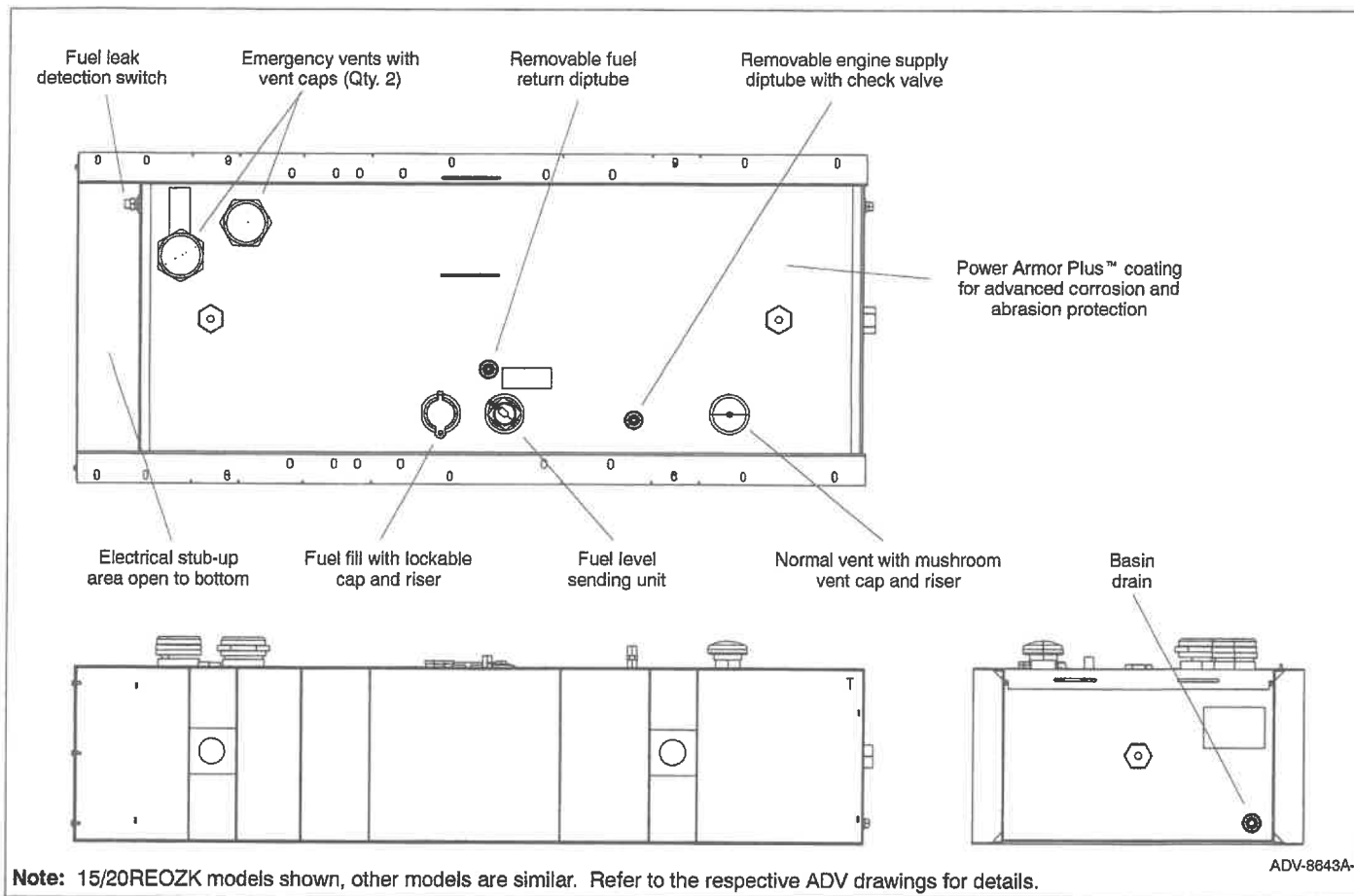
Enclosure Features

- Available in steel (18 gauge) formed panel, solid construction. Preassembled package offering corrosion resistant, dent resilient structure mounting directly to lift base or fuel tank.
 - Power Armor™ automotive-grade finish resulting in advanced corrosion and abrasion protection as well as enhanced edge coverage and color retention.
 - Internal exhaust silencer offering maximum component life and operator safety.
 - Interchangeable modular panel construction. Allows complete serviceability or replacement without compromising enclosure design.
 - Cooling/combustion air intake with a horizontal air inlet. Sized for maximum cooling airflow.
 - Service access. Multi-personnel doors/panels for easy access to generator set control and servicing of the fuel fill, fuel gauge, oil fill, and battery.
 - Cooling air discharge. Weather protective design featuring a vertical air discharge outlet grille. Redirects cooling air up and above enclosure to reduce ambient noise.
- NOTE:** Installing an additional length of exhaust tail pipe may increase backpressure levels. Please refer to the generator set spec sheet for the maximum backpressure value.

Additional Sound Enclosure Features

- Available in steel (18 gauge) or aluminum 2 mm (0.08 in.) formed panel, solid construction.
- Attenuated design. Acoustic insulation UL 94 HF1 listed for flame resistance offering up to 51 mm (2 in.) mechanically restrained acoustic insulation.
- Cooling air discharge. The sound enclosures include acoustic insulation with urethane film.

Subbase Fuel Tank



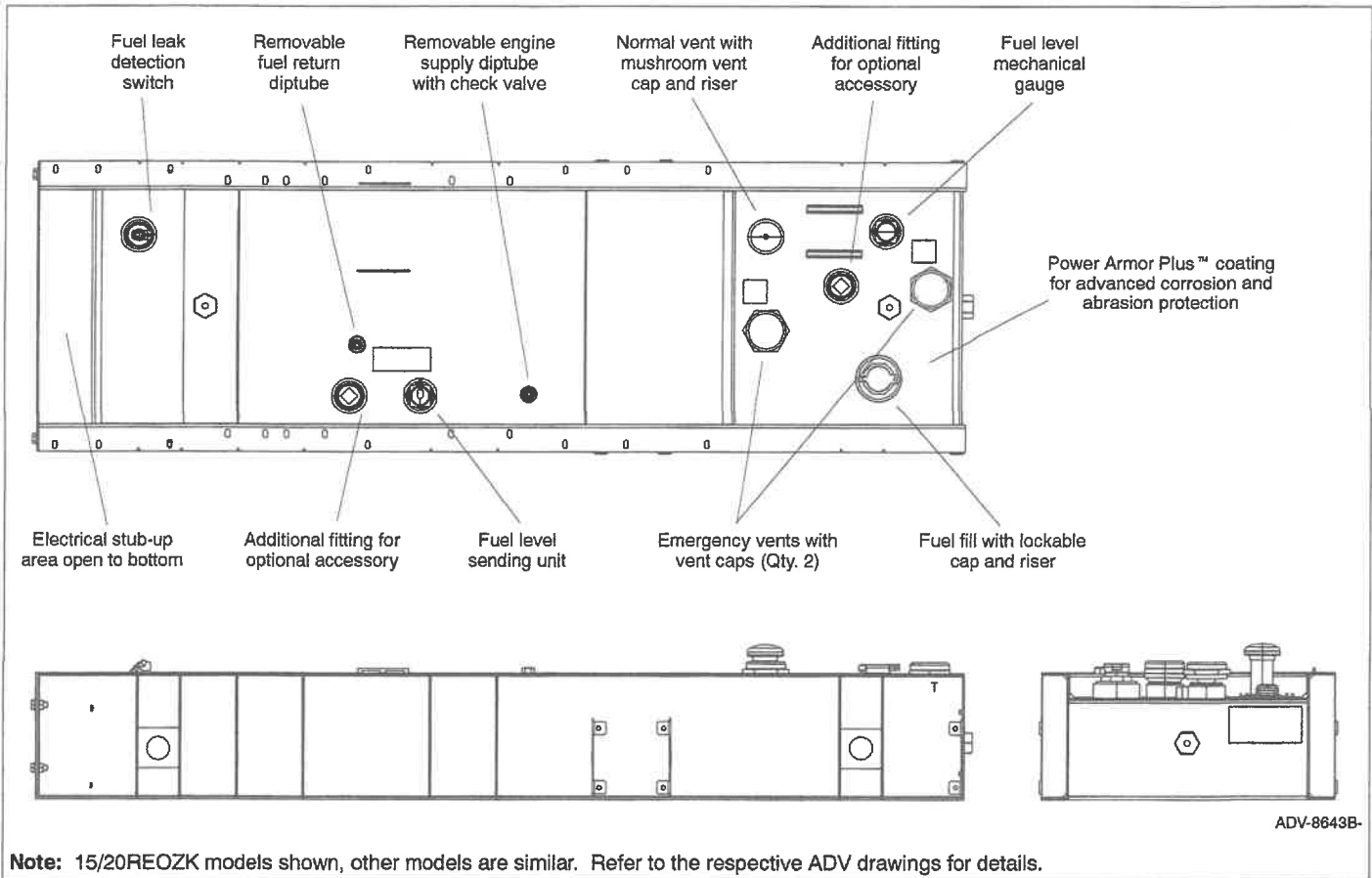
Standard Subbase Fuel Tank Features

- Extended operation. Usable tank capacity offers full load standby operation of up to 72 hours.
- Power Armor Plus™ textured epoxy-based rubberized coating that creates an ultra-thick barrier between the tank and harsh environmental conditions like humidity, saltwater, and extreme temperatures, and provides advanced corrosion and abrasion protection.
- UL listed. Secondary containment generator set base tank meeting UL 142 requirements.
- NFPA compliant. Designed to comply with the installation standards of NFPA 30 and NFPA 37.
- Integral external lift lugs. Enables crane with spreader-bar lifting of the complete package (empty tank, mounted generator set, and enclosure) to ensure safety.
- Emergency pressure relief vents. Vents ensure adequate venting of the inner and outer tank under extreme pressure and/or emergency conditions.
- Normal vent with cap and riser.
- Leak detection switch. Annunciates a contained primary tank fuel leak condition at the generator set control.
- Electrical stub-up.

State Code Subbase Fuel Tank Features

- State tank designed to comply with the installation standards of the Florida Dept. of Environmental Protection (FDEP) File No. EQ-634.
- Includes all of the Standard Subbase Fuel Tank Features.
- Usable tank capacity offers full load standby operation of up to 96 hours.

State Code Subbase Fuel Tank



State Code Subbase Fuel Tank Options

Bottom Clearance

- I-beams, provides 102 mm (4 in.) of ground clearance

Fuel in Basin Options

- Fuel in basin switch, Florida Dept. of Environmental Protection (FDEP) File No. EQ-682 approved

Fuel Fill Options

- Fill pipe extension to within 152 mm (6 in.) of bottom of fuel tank.
- 18.9 L (5 gallon) spill containment with 95% shutoff
- 18.9 L (5 gallon) spill containment
- 18.9 L (5 gallon) spill containment fill to within 152 mm (6 in.) of bottom of fuel tank
- 28.4 L (7.5 gallon) spill containment, Florida Dept. of Environmental Protection (FDEP) File No. EQ-345 approved
- 28.4 L (7.5 gallon) spill containment with 95% shutoff, Florida Dept. of Environmental Protection (FDEP) File No. EQ-345/ EQ-257 approved

Fuel Supply Options

- Fire safety valve (installed on fuel supply line)
- Ball valve (installed on fuel supply line)

High Fuel Level Switch

- High fuel level switch
- High fuel level switch, Florida Dept. of Environmental Protection (FDEP) File No. EQ-682 approved

Normal Vent Options

- 3.7 m (12 ft.) above grade (without spill containment)
- 3.7 m (12 ft.) above grade (with spill containment)

Tank Marking Options

- Decal, Combustible Liquids - Keep Fire Away (qty. 2)
- Decal, NFPA 704 identification (qty. 2)
- Decal, tank number and safe fuel fill height (qty. 2)
- Decal, tank number and safe fuel fill height, NFPA 704 identification

Fluid Containment Options

- 100% engine fluid containment

Weather Enclosure and Subbase Fuel Tank Specifications

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank				Fuel Tank Height, mm (in.)	Sound Pressure Level at 60 Hz with Full Load, dB(A) §	
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width ‡	Height	With Steel Enclosure			With Aluminum Enclosure
15REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	585 (1290)	not available	0 (0)	77
301 (80)	48/53			1649 (64.9)	793 (1749)		432 (17)	
465 (123)	72/82			1852 (72.9)	851 (1876)		635 (25)	
15REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	48/58	2575 (101.4)	882 (34.7)	1573 (61.9)	932 (2055)	not available	356 (14)	77
476 (126)	72/84			1700 (66.9)	996 (2196)		483 (19)	
638 (168)	96/112			1827 (71.9)	1064 (2345)		610 (24)	
20REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	621 (1370)	not available	0 (0)	79
301 (80)	24/38			1649 (64.9)	829 (1829)		432 (17)	
465 (123)	48/58			1852 (72.9)	887 (1956)		635 (25)	
622 (164)	72/78			2030 (79.9)	936 (2085)		813 (32)	
20REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	24/41	2575 (101.4)	882 (34.7)	1573 (61.9)	968 (2135)	not available	356 (14)	79
476 (126)	48/60			1700 (66.9)	1032 (2276)		483 (19)	
638 (168)	72/80			1827 (71.9)	1100 (2425)		610 (24)	
838 (221)	96/105			1979 (77.9)	1181 (2605)		762 (30)	
30REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	680 (1500)	not available	0 (0)	79
301 (80)	24/30			1759 (69.3)	888 (1959)		432 (17)	
622 (164)	48/63			2140 (84.3)	995 (2195)		813 (32)	
791 (209)	72/80			2070 (81.5)	2241 (88.3)		1042 (2298)	
30REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	24/33	2575 (101.4)	882 (34.7)	1573 (61.9)	1027 (2265)	not available	356 (14)	79
638 (168)	48/64			1827 (71.9)	1159 (2555)		610 (24)	
838 (221)	72/85			1979 (77.9)	1240 (2735)		762 (30)	
1056 (279)	96/107			2241 (88.3)	1323 (2919)		914 (36)	
40REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1048 (2310)	not available	0 (0)	79
505 (133)	24/36			1838 (72.4)	1328 (2928)		483 (19)	
868 (229)	48/62			2142 (84.4)	1427 (3146)		787 (31)	
1043 (275)	72/74			2244 (88.4)	1464 (3228)		889 (35)	
40REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/38	2896 (114.0)	1070 (42.1)	1787 (70.4)	1514 (3337)	not available	432 (17)	79
898 (237)	48/64			2015 (79.4)	1647 (3631)		660 (26)	
1057 (279)	72/75			2117 (83.4)	1706 (3762)		762 (30)	
1520 (401)	96/108			2269 (89.4)	1825 (4024)		914 (36)	
50REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1063 (2344)	not available	0 (0)	79
505 (133)	24/29			1838 (72.4)	1343 (2962)		483 (19)	
868 (229)	48/50			2142 (84.4)	1442 (3180)		787 (31)	
1527 (403)	72/88			2896 (114.0)	2269 (89.4)		1585 (3496)	
50REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/31	2896 (114.0)	1070 (42.1)	1787 (70.4)	1529 (3371)	not available	432 (17)	79
898 (237)	48/52			2015 (79.4)	1662 (3665)		660 (26)	
1520 (401)	72/87			2269 (89.4)	1840 (4058)		914 (36)	
2028 (535)	96/116			4020 (158.3)	2041 (4500)			

Weather Enclosure and Subbase Fuel Tank Specifications (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height, mm (in.)	Sound Pressure Level at 60 Hz with Full Load, dB(A) §
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width ‡	Height	With Steel Enclosure	With Aluminum Enclosure		
60REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1102 (2430)	not available	0 (0)	80
505 (133)	24/25			1838 (72.4)	1382 (3048)		483 (19)	
1043 (275)	48/51			2244 (88.4)	1518 (3348)		889 (35)	
1527 (403)	72/75			2896 (114.0)	2269 (89.4)		1624 (3582)	
60REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/26	2896 (114.0)	1070 (42.1)	1787 (70.4)	1568 (3457)	not available	432 (17)	80
1057 (279)	48/52			2117 (83.4)	1733 (3882)		762 (30)	
1520 (401)	72/74			2269 (89.4)	1852 (4144)		914 (36)	
2028 (535)	96/99			4020 (158.3)	2053 (4586)			

Note: Data in table is for reference only, refer to the respective ADV drawings for details.

* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) do not include I-beam option.

‡ Width dimension shown includes rubber door stops.

§ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.

Sound Enclosure and Subbase Fuel Tank Specifications

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height, mm (in.)	Sound Pressure Level at 60 Hz with Full Load, dB(A) §
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width ‡	Height	With Steel Enclosure	With Aluminum Enclosure		
15REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	594 (1310)	530 (1168)	0 (0)	64
301 (80)	48/53			1649 (64.9)	802 (1769)	738 (1627)	432 (17)	
465 (123)	72/82			1852 (72.9)	860 (1896)	796 (1754)	635 (25)	
15REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	48/58	2575 (101.4)	882 (34.7)	1573 (61.9)	941 (2075)	877 (1933)	356 (14)	64
476 (126)	72/84			1700 (66.9)	1005 (2216)	941 (2074)	483 (19)	
638 (168)	96/112			1827 (71.9)	1073 (2365)	1009 (2223)	610 (24)	
20REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	630 (1390)	566 (1248)	0 (0)	65
301 (80)	24/38			1649 (64.9)	838 (1849)	774 (1707)	432 (17)	
465 (123)	48/58			1852 (72.9)	896 (1976)	832 (1834)	635 (25)	
622 (164)	72/78			2030 (79.9)	945 (2085)	881 (1943)	813 (32)	
20REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	24/41	2575 (101.4)	882 (34.7)	1573 (61.9)	977 (2155)	913 (2013)	356 (14)	65
476 (126)	48/60			1700 (66.9)	1041 (2296)	977 (2154)	483 (19)	
638 (168)	72/80			1827 (71.9)	1109 (2445)	1045 (2303)	610 (24)	
838 (221)	96/105			1979 (77.9)	1190 (2625)	1126 (2483)	762 (30)	
30REOZK								
No Tank	0	1969 (77.5)	882 (34.7)	1327 (52.3)	689 (1520)	624 (1378)	0 (0)	65
301 (80)	24/30			1759 (69.3)	897 (1979)	832 (1837)	432 (17)	
622 (164)	48/63			2140 (84.3)	1004 (2215)	939 (2073)	813 (32)	
791 (209)	72/80			2070 (81.5)	2241 (88.3)	1051 (2318)	986 (2176)	
30REOZK with IBC Seismic Certification and State Code Fuel Tank †								
330 (87)	24/33	2575 (101.4)	882 (34.7)	1573 (61.9)	1036 (2285)	971 (2143)	356 (14)	65
638 (168)	48/64			1827 (71.9)	1168 (2575)	1103 (2433)	610 (24)	
838 (221)	72/85			1979 (77.9)	1249 (2755)	1184 (2613)	762 (30)	
1056 (279)	96/107			2241 (88.3)	1332 (2939)	1267 (2797)	914 (36)	
40REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1059 (2335)	957 (2110)	0 (0)	64
505 (133)	24/36			1838 (72.4)	1339 (2953)	1237 (2728)	483 (19)	
868 (229)	48/62			2142 (84.4)	1438 (3171)	1336 (2946)	787 (31)	
1043 (275)	72/74			2244 (89.4)	1475 (3253)	1373 (3028)	889 (35)	

Sound Enclosure and Subbase Fuel Tank Specifications (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height, mm (in.)	Sound Pressure Level at 60 Hz with Full Load, dB(A) §
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width ‡	Height	With Steel Enclosure	With Aluminum Enclosure		
40REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/38	2896 (114.0)	1070 (42.1)	1787 (70.4)	1525 (3362)	1423 (3137)	432 (17)	64
898 (237)	48/64			2015 (79.4)	1658 (3656)	1556 (3431)	660 (26)	
1057 (279)	72/75			2137 (83.4)	1717 (3787)	1615 (3562)	782 (30)	
1520 (401)	96/108			2269 (89.4)	1836 (4049)	1734 (3824)	914 (36)	
50REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1074 (2369)	972 (2144)	0 (0)	64
505 (133)	24/29			1838 (72.4)	1354 (2987)	1252 (2762)	483 (19)	
868 (229)	48/50			2142 (84.4)	1453 (3205)	1351 (2980)	787 (31)	
1527 (403)	72/88			2269 (89.4)	1596 (3521)	1494 (3296)	914 (36)	
50REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/31	2896 (114.0)	1070 (42.1)	1787 (70.4)	1540 (3396)	1438 (3171)	432 (17)	64
898 (237)	48/52			2015 (79.4)	1673 (3690)	1571 (3465)	660 (26)	
1520 (401)	72/87			2269 (89.4)	1851 (4083)	1749 (3858)	914 (36)	
2028 (535)	96/116			4020 (158.3)	2052 (4525)	1950 (4300)		
60REOZK								
No Tank	0	2320 (91.3)	1070 (42.1)	1465 (57.7)	1113 (2455)	1011 (2230)	0 (0)	65
505 (133)	24/25			1838 (72.4)	1393 (3073)	1291 (2848)	483 (19)	
1043 (275)	48/51			2244 (88.4)	1529 (3373)	1427 (3148)	889 (35)	
1527 (403)	72/75			2269 (89.4)	1635 (3607)	1533 (3382)	914 (36)	
60REOZK with IBC Seismic Certification and State Code Fuel Tank †								
541 (142)	24/26	2896 (114.0)	1070 (42.1)	1787 (70.4)	1579 (3482)	1453 (3205)	432 (17)	65
1057 (279)	48/52			2117 (83.4)	1771 (3907)	1669 (3682)	782 (30)	
1520 (401)	72/74			2269 (89.4)	1890 (4169)	1788 (3944)	914 (36)	
2028 (535)	96/99			4020 (158.3)	2091 (4611)	1989 (4386)		

Note: Data in table is for reference only, refer to the respective ADV drawings for details.

* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) do not include I-beam option.

‡ Width dimension shown includes rubber door stops.

§ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.

Subbase Fuel Tank Specifications (No Enclosure)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Subbase Fuel Tank *			
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.)
		Length	Width	Height	
15REOZK					
301 (80)	48/53	1935 (76.2)	810 (31.9)	432 (17)	208 (459)
465 (123)	72/82			635 (25)	266 (586)
15REOZK with IBC Seismic Certification and State Code Fuel Tank †					
330 (87)	48/58	2575 (101.4)	810 (31.9)	356 (14)	347 (765)
476 (126)	72/84			483 (19)	411 (906)
638 (168)	96/112			610 (24)	479 (1055)
20REOZK					
301 (80)	24/38	1935 (76.2)	810 (31.9)	432 (17)	208 (459)
465 (123)	48/58			635 (25)	266 (586)
622 (164)	72/78			813 (32)	315 (695)
20REOZK with IBC Seismic Certification and State Code Fuel Tank †					
330 (87)	24/41	2575 (101.4)	810 (31.9)	356 (14)	347 (765)
476 (126)	48/60			483 (19)	411 (906)
638 (168)	72/80			610 (24)	479 (1055)
838 (221)	96/105			762 (30)	560 (1235)

Subbase Fuel Tank Specifications (No Enclosure) (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Subbase Fuel Tank *			
		Max. Dimensions, mm (In.)			Max. Weight, kg (lb.)
		Length	Width	Height	
30REOZK					
301 (80)	24/30	1935 (76.2)	810 (31.9)	432 (17)	208 (459)
622 (164)	48/63			813 (32)	315 (695)
791 (209)	72/80			914 (36)	362 (798)
30REOZK with IBC Seismic Certification and State Code Fuel Tank †					
330 (87)	24/33	2575 (101.4)	810 (31.9)	356 (14)	347 (765)
638 (168)	48/64			610 (24)	479 (1055)
838 (221)	72/85			762 (30)	560 (1235)
1056 (279)	96/107			914 (36)	643 (1419)
40REOZK					
505 (133)	24/36	2300 (90.6)	1040 (40.9)	483 (19)	280 (618)
868 (229)	48/62			787 (31)	379 (836)
1043 (275)	72/74			889 (35)	416 (918)
40REOZK with IBC Seismic Certification and State Code Fuel Tank †					
541 (142)	24/38	2896 (114.0)	1040 (40.9)	432 (17)	466 (1027)
898 (237)	48/64			660 (26)	599 (1321)
1057 (279)	72/75			762 (30)	658 (1452)
1520 (401)	96/108			914 (36)	777 (1714)
50REOZK					
505 (133)	24/29	2300 (90.6)	1040 (40.9)	483 (19)	280 (618)
868 (229)	48/50			787 (31)	379 (836)
1527 (403)	72/88			914 (36)	522 (1152)
50REOZK with IBC Seismic Certification and State Code Fuel Tank †					
541 (142)	24/31	2896 (114.0)	1040 (40.9)	432 (17)	466 (1027)
898 (237)	48/52			660 (26)	599 (1321)
1520 (401)	72/87			914 (36)	777 (1714)
2028 (535)	96/116				4020 (158.0)
60REOZK					
505 (133)	24/25	2300 (90.6)	1040 (40.9)	483 (19)	280 (618)
1043 (275)	48/51			889 (35)	416 (918)
1527 (403)	72/75			914 (36)	522 (1152)
60REOZK with IBC Seismic Certification and State Code Fuel Tank †					
541 (142)	24/26	2896 (114.0)	1040 (40.9)	432 (17)	466 (1027)
1057 (279)	48/52			762 (30)	658 (1452)
1520 (401)	72/74			914 (36)	777 (1714)
2028 (535)	96/99				4020 (158)

Note: Data in table is for reference only, refer to the respective ADV drawings for details.

* Max. weight includes the tank (no fuel). Height does not include connections/fittings above the tank.

† State code fuel tank specifications (height and weight) do not include I-beam option.

DISTRIBUTED BY:

Town of Ponce Inlet RFP Form

Community Center Generator

REQUEST FOR PROPOSAL (RFP)

Scope of Work:

The Town of Ponce Inlet is requesting a proposal for an emergency generator for the Community Center located at 4670 South Peninsula Drive, Ponce Inlet Florida 32127. Proposals shall be submitted based on the purchase, installation, and integration of a 45Kw standby generator. The 45Kw generator can be either diesel or propane powered.

The Generator will be protected against a 500-year flood event or 7 feet above sea level by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The Generator shall be designed/constructed/installed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, NFPA 70E 2020, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

The contractor will be responsible for the permit and engineering to install and integrate the generator to the Community Center. After completion of the integration of the generator the contractor will provide a one-hour training session about the generator to Public Works staff.

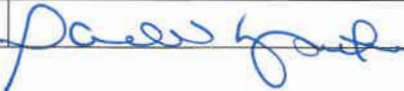
Deadline:

Please return this Request for Proposal Form addressed to Town Clerk, Town of Ponce Inlet, 4300 S. Atlantic Avenue, Ponce Inlet, FL 32127 in a SEALED ENVELOPE plainly marked on the outside "RFP 2024-06 Community Center Generator" with a Lump Sum Price by **2:00 pm, Monday December 30, 2024.**

Lump Sum/Unit Pricing:

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	AMOUNT PROPOSAL
1	45Kw Generator Project	1	LS	\$210,892.69
LUMP SUM TOTAL				\$210,892.69

NOTE: This is for LUMP SUM COST of the entire project, unit prices are to establish pricing if additional work is required above or beyond the Lump Sum Base Price.

Vendor Name:	Zabatt Engine Services, Inc.	Date:	12/26/2024
Company:	Zabatt Engine Services, Inc.		
Phone #:	904-384-4505	eMail:	bids@zabatt.com / sales@zabatt.com
Signature:		Print Name:	Sandra M. Sabatier


Attachment F
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Zabatt Engine Services, Inc., of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Zabatt Engine Services, Inc.

By: 
 Signature

Town of Ponce Inlet
 Recipient's Name

Sandra M. Sabatier - Secretary

Name and Title

DEM Contract Number

4612 Highway Avenue

2024-06-0-2024/DS

Street Address

Project Number

Jacksonville, FL 32254

City, State, Zip

12/3/2024

Date



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Zabatt Engine Services, Inc.	
	2 Business name/disregarded entity name, if different from above. dba / Zabatt, Inc. and dba / Zabatt Power Systems, Inc.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 4612 Highway Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville, FL 32254	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] []	- [] [] - [] [] [] [] [] []
or	
Employer identification number	
5 9	- 1 8 8 9 2 7 1

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/10/2024
------------------	--------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NON-COLLUSION AFFIDAVIT

I, Sandra M. Sabatier, depose and say that:

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


Bidder's Signature

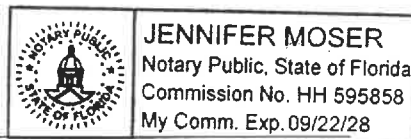
12/26/2024
Date Signed

STATE OF: Florida COUNTY OF: Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26th day of December, 2024, by Sandra M. Sabatier as authorized representative of the bidder agency submitting this packet.


Notary Signature

Notary Stamp/Seal



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



Meeting Date: 1/16/2025

Agenda Item: 15

Report to Town Council

Topic: From the Town Manager

Summary: Please see attached report.

Requested by: Mr. Disher, Town Manager

Approved by: Mr. Disher, Town Manager



MEMORANDUM

OFFICE OF THE TOWN MANAGER

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

To: Town Council
From: Michael E. Disher, AICP, Town Manager
Date: January 9, 2025
Subject: Town Manager's Report

MEETING DATE: January 16, 2025

1. On [January 14, 2025](#), the County Council will hold a special meeting to consider the possibility of a county-wide development moratorium. The purpose of the moratorium is to provide time to address stormwater drainage and flooding issues.
2. Public Works update:
 - The bids for the new emergency generators at the Community Center and the Fire station were opened on Monday, December 30th. Bid proposals will be brought to the Town Council for consideration in January and February 2025.
 - Project engineering and specifications for repair of the Timucuan Boardwalk and Boat Ramp was completed on January 3rd. Staff will put the project out for bid in January.
 - Work to repair the boardwalk pilings at Ponce Preserve began December 1st and is expected to finish up by the end of January.
 - The one-way flap valves for low-lying streets are being manufactured with an expected delivery date of January 10th. Installation should start the following week
 - Exterior painting of the Museum began in late December and has been successfully completed. Proposals for the museum boardwalk repairs were received on January 3rd. The new fencing around the Museum is expected to be finished by the end of January.
 - Ponce Preserve experienced minor vandalism over the holidays, with graffiti painted on the gazebo and plastic trail signs ripped off. Public Works is hiring a painter to remove the graffiti, and paint with clear protective coat that can be easily cleaned. Metal signs will be installed that are more theft-resistant. The IT Department will be working with the Police Department on installation of additional security cameras.

3. Hurricane Milton updates:

- FEMA was in Town on January 8th to inspect damage from Hurricane Milton.
- Repairs to the conference room siding have been completed.
- Staff is reviewing two proposals to replace the license plate reader on S. Atlantic Avenue that was damaged during the hurricane: one that uses the original camera technology and another that utilizes updated digital technology and ties into a national database that can identify out-of-state license plates.

4. The RFQ for the special magistrate was opened on January 6, 2026. The Town received two proposals, from the Vose Law firm out of Winter Park and the Storch Law Firm from Daytona Beach. Staff will be reviewing the proposals with the goal of selecting one of the firms at the February Town Council meeting.

5. Building permit activity:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	94	112	112	111	142	124	102	115	89	105	102	92	1,300	108
Permits issued	85	118	113	96	147	119	121	88	95	110	97	115	1,304	109
Plan reviews	85	118	113	118	137	115	120	117	90	86	97	127	1,328	111
Inspections	243	242	274	292	254	238	255	258	210	236	198	210	2,910	243

6. Staff is proceeding with its efforts to become part of the F-ROC program through FDEM. After our initial application, FDEM staff provided staff with a list of improvements that need to be made to various procurement procedures, with the goal of them being closer to those used by FDEM and FEMA. By January 31st, we must submit a “customized abatement plan” outlining the steps we intend to take toward that goal. These internal procedures must then be implemented by March 31st. Doing this will increase the Town’s F-ROC score for the 2025/2026 storm season. A higher F-ROC score translates to more relief money that can be obtained up-front following a disaster.

7. The Police Department has taken delivery of the new e-bike and low-speed vehicle (aka “golf cart”). The golf cart will first be deployed during the annual Legends of Racing parade in February.

8. We have been informed by Wells Fargo that they are ending their municipal investment practice. This affects 9 of the Town’s CDs that are being held or managed by this bank. The Finance Department is in the process of shifting these CDs to other banks at the highest available interest rates.

9. The Arbor Day Foundation has once again recognized the Town as a Tree City, USA. This recognition is bestowed on communities who uphold four core standards: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry, and participating in an Arbor Day celebration. The Town has now received this for 31 years in a row!

10. Town offices will be closed on Monday, January 20th for the Martin Luther King Jr. holiday.