



# TOWN COUNCIL AGENDA REGULAR MEETING

THURSDAY  
FEBRUARY 20, 2025 – 2:00 P.M.

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

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

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

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

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

4. 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. Mayor’s Proclamation report.
- B. Proclamation – World Encephalitis Awareness Day – *with presentation by Kat Atwood*

- C. Proclamation – North Turn's Historic Legends Parade Day – *presented by Volusia County Council Vice-Chair Matt Reinhart*
- D. Proclamation – Jim Hinson Day – *presented by Volusia County Council Vice-Chair Matt Reinhart*
- E. Proposal to construct a kayak launch at the Jesse Linzy boat ramp – *presented by Tom Rutledge*
- F. Proposal for a “rainbow bridge” at Ponce’s Happy Tails Dog Park – *presented by Debbie Darino*

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

- A. Approval of the Town Council Regular meeting minutes. – January 16, 2025.
- B. Request to declare Fire Department manual stretcher as surplus equipment.
- C. Request for continued support for the S. Peninsula Drive Sidewalk Project.

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

- A. Discussion - Residential Parking Permit Program. – *presented by Chris Wilson, Mead & Hunt*
- B. Request to partner with Embry-Riddle Aeronautical University to construct a “living seawall” at Ponce Preserve.
- C. Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board.
- D. Appointment to the Essential Services Advisory Board.
- E. Re-appointment of Chief J. Glazier to the Opioid Abatement Funding Advisory Board.

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

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

11. ORDINANCES (FIRST READING) AND RESOLUTIONS: *None.*
12. OLD BUSINESS:
  - A. Consideration of Town donation to the Volusia Tax Collector’s “Kids Tag Art” program.
13. NEW BUSINESS:
  - A. Cost-participation agreement with Harbour Village CSA for public-access dune walkover.
  - B. Special Magistrate agreement for Code Enforcement services.
14. FROM THE TOWN COUNCIL:
  - A. Vice-Mayor Smith, Seat #5
  - B. Councilmember Villanella, Seat #4
  - C. Councilmember White, Seat #3
  - D. Councilmember Milano, Seat #2
  - E. Mayor Paritsky, Seat #1
15. FROM THE TOWN MANAGER.
16. FROM THE TOWN ATTORNEY.
17. CITIZENS’ PARTICIPATION - *The Town of Ponce Inlet encourages engagement by citizens via a variety of means. This is another opportunity for our citizens to talk to us collectively for **2 minutes** before closure of this meeting regarding reports provided by the Town Council, Town Manager, or Town Attorney in items 14-16 (only) of the meeting agenda.*
18. ADJOURNMENT.

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

- Thursday, March 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: 2/20/2025**

**Agenda Item: 6**

## **Report to Town Council**

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

**Summary:**

- A. Mayor's Proclamation report.
- B. Proclamation – World Encephalitis Awareness Day.
- C. Proclamation – North Turn's Historic Legends Parade Day.
- D. Proclamation – Jim Hinson Day.
- E. Proposal to construct a kayak launch at the Jesse Linzy boat ramp.
- F. Proposal for a “rainbow bridge” at Ponce’s Happy Tails Dog Park.

**Suggested motion:** None required.

**Requested by:** Mayor Paritsky  
Volusia County Council Vice-Chair Matt Reinhart

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



## MEMORANDUM

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

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

To: Town Council  
Through: Michael E. Disher, Town Manager  
From: Mayor Lois A. Paritsky *LAP*  
Date: February 6, 2025  
Subject: Proclamation Report

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The following Proclamation will be presented during this meeting:

- To encourage residents to raise awareness and further their knowledge of how to protect themselves and their property from flooding, I am presenting a Proclamation declaring the week of March 3<sup>rd</sup> – March 9<sup>th</sup>, 2025 as *Flood Awareness Week*.

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

# PROCLAMATION OF THE TOWN OF PONCE INLET, FLORIDA

**WHEREAS**, the Town of Ponce Inlet has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in both coastal and riverine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

**WHEREAS**, the Town of Ponce Inlet is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

**WHEREAS**, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

**WHEREAS**, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 3rd-9th, 2025 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

**NOW, THEREFORE**, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim the week of March 3<sup>rd</sup> – 9<sup>th</sup>, 2025 as:

## “FLOOD AWARENESS WEEK”

in the Town of Ponce Inlet and further encourage citizens of Ponce Inlet to increase their knowledge of how to protect themselves and their property from flooding.

**IN WITNESS WHEREOF**, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet, Florida, to be affixed this 20<sup>th</sup> day of February 2025.



Town of Ponce Inlet, Florida

*Lois A. Paritsky*

Lois A. Paritsky, Mayor

Attest:

*Kim Cherbano*

Kim Cherbano, CMC

Town Clerk



## MEMORANDUM

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

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

To: Town Council  
Through: Michael E. Disher, Town Manager  
From: Mayor Lois A. Paritsky *LAP*  
Date: January 22, 2025  
Subject: Proclamation Report

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The following Proclamation will be presented during this meeting:

- To encourage residents to support World Encephalitis Day and to raise awareness and better support early diagnosis and treatment of the neurological condition, I am presenting a Proclamation declaring February 22<sup>nd</sup> as *World Encephalitis Day*.

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

# PROCLAMATION OF THE TOWN OF PONCE INLET, FLORIDA

**WHEREAS**, encephalitis is inflammation of the brain; and

**WHEREAS**, encephalitis can strike anyone, anywhere, at any time, and at any age, resulting in a serious and sometimes life-threatening medical emergency; and

**WHEREAS**, encephalitis impacts an estimated 20,000 people in the United States and 500,000 people globally each year; and

**WHEREAS**, encephalitis leaves survivors with an acquired brain injury, affecting not only the diagnosed individual but the entire family and community at large; and

**WHEREAS**, the 501©(3) organization Encephalitis411 strives to improve the quality of life for all those impacted by encephalitis; and

**WHEREAS**, it is imperative that there be greater public awareness of this serious health issue.

**NOW, THEREFORE**, I, Lois A. Paritsky, Mayor of the Town of Ponce Inlet do hereby proclaim February 22<sup>nd</sup>, 2025 as:

## “WORLD ENCEPHALITIS DAY”

in the Town of Ponce Inlet and encourage residents to support World Encephalitis Day and to learn the symptoms of encephalitis in order to raise awareness and better support early diagnosis and treatment for those who become ill with this neurological condition.

**IN WITNESS WHEREOF**, I hereunto set my hand and cause the Seal of the Town of Ponce Inlet, Florida, to be affixed this 20<sup>th</sup> day of February 2025.



Town of Ponce Inlet, Florida

*Lois A. Paritsky*

Lois A. Paritsky, Mayor

Attest:

*Kim Cherbano*

Kim Cherbano, CMC

Town Clerk



# Proclamation

Item 6-C



**WHEREAS**, the Historic North Turn Legends Parade is one of the most anticipated events leading up to the Daytona 500 each year, bringing together the racing community and vintage car enthusiasts from around the nation; and

**WHEREAS**, the popular event celebrates the history of racing on the hard-packed sands of Ponce Inlet's 4.1-mile beach/road course from 1936 to 1958; and

**WHEREAS**, the 13th annual parade on February 8, 2025, welcomed 50 vintage racecars, which were staged on the beach near Racing's North Turn Restaurant at the actual north turn where the original race took place in years past; and

**WHEREAS**, thousands of locals and racing fans turned out to chat with car owners, watch the parade along South Atlantic Avenue, and bask in racing nostalgia; and

**WHEREAS**, the successful parade was organized by Brad and Mary Hoffman, owners of Racing's North Turn Restaurant, along with parade coordinator Kelly Lamoriello and the entire restaurant staff, with support from the Town of Ponce Inlet and Volusia County;

**NOW THEREFORE, WE, THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA**, do hereby proclaim February 20, 2025, as:

## **"HISTORIC NORTH TURN LEGENDS PARADE DAY"**

in Volusia County and urge residents to support the parade in future years.

**COUNTY COUNCIL  
VOLUSIA COUNTY, FLORIDA**

JEFF BROWER, County Chair

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JAKE JOHANSSON, At-Large

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MATT REINHART, Vice Chair, District 2

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DON DEMPSEY, District 1

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DANNY ROBINS, District 3

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TROY KENT, District 4

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DAVID SANTIAGO, District 5

# Proclamation

Item 6-D



**WHEREAS**, Jim Hinson was a true American patriot who served honorably in the U.S. Army from 1957 to 1960 and 1967 to 1973, achieving the rank of captain and earning a purple heart for his valor; and

**WHEREAS**, Mr. Hinson was a past president and one of eight founding members of the Ponce Inlet Veterans Association, which raised funds to establish the Ponce Inlet Veterans Memorial, the only regional veterans memorial recognized by the Veterans Administration in Florida, in 2011; and

**WHEREAS**, he and his wife, Mary Lou, were deeply involved in numerous community activities in Ponce Inlet for over two decades, serving on the board of the Ponce Inlet Community Center, initiating the town's annual Christmas parade, and playing pivotal roles in informing citizens through Citizens for Ponce Inlet; and

**WHEREAS**, Mr. Hinson served on the Ponce Inlet Town Council from 2006 to 2008, the Planning Board for two years, and the Ponce Inlet Code Board for 17 years; and

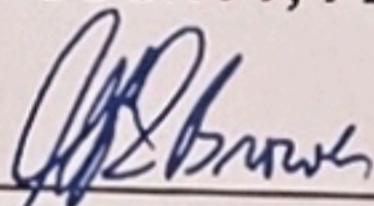
**WHEREAS**, he is the longest serving member of the Ponce Inlet Lions Club, where he raised funds to acquire more than two dozen service dogs for needy veterans suffering from post-traumatic stress disorder; and

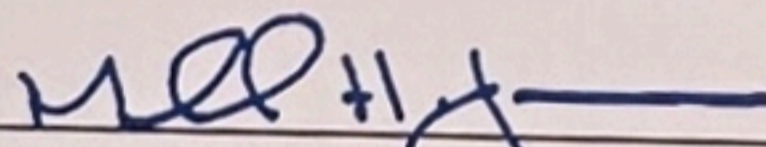
**NOW THEREFORE, WE, THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA**, do hereby proclaim February 20, 2025, as:

## "JIM HINSON DAY"

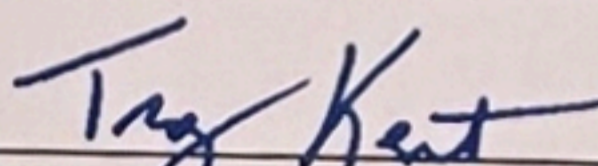
in Volusia County and urge residents to join us in honoring Mr. Hinson for his vision, leadership, and contributions to our community.

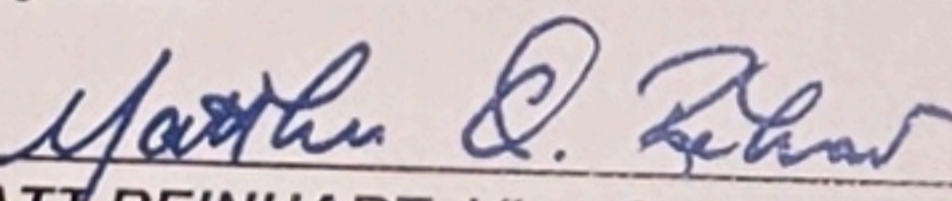
**COUNTY COUNCIL  
VOLUSIA COUNTY, FLORIDA**

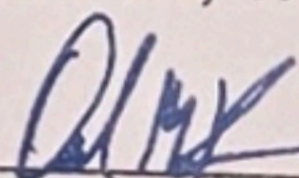
  
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**JEFF BROWER, County Chair**

  
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**JAKE JOHANSSON, At-Large**

  
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**DON DEMPSEY, District 1**

  
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**TROY KENT, District 4**

  
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**MATT REINHART, Vice Chair, District 2**

  
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**DANNY ROBINS, District 3**

  
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**DAVID SANTIAGO, District 5**

Ponce Presentation: Boat Ramp update.

Intro, Thomas Rutledge

I am an occasional user of the PI boat ramp for my trailer boat. I have noticed over the years that the ramp use has shifted to include substantially more stand up paddle boards (SUPs) and Kayaks. These craft are usually carried in, or on, a vehicle usually without a trailer. The ramp was built before these things became popular so the ramp is outdated for what is occurring. I am seeing more families and young people with these craft and when I start up a conversation they often say they live in town or very nearby. What I most often observe is these folks drive to the ramp and unload leaving their boat on the rocks or in some cases on the ramp. These unimproved areas of the facility are not ideal for launching these craft as the footing is poor and some of them are inflatable leaving them at risk of being damaged by the sharp rocks and oyster shells.

I am here to propose a solution to improve the ramp for dual use to accommodate the launch of the SUPs and Kayaks while not interfering with the launch and recovery of trailer boats. It would involve placing a floating dock and ramp to the east of the existing East dock. Improvements to the shoreline in the form of paving and a small seawall to tie in the dock/pedestrian ramp to the shoreline would be required.

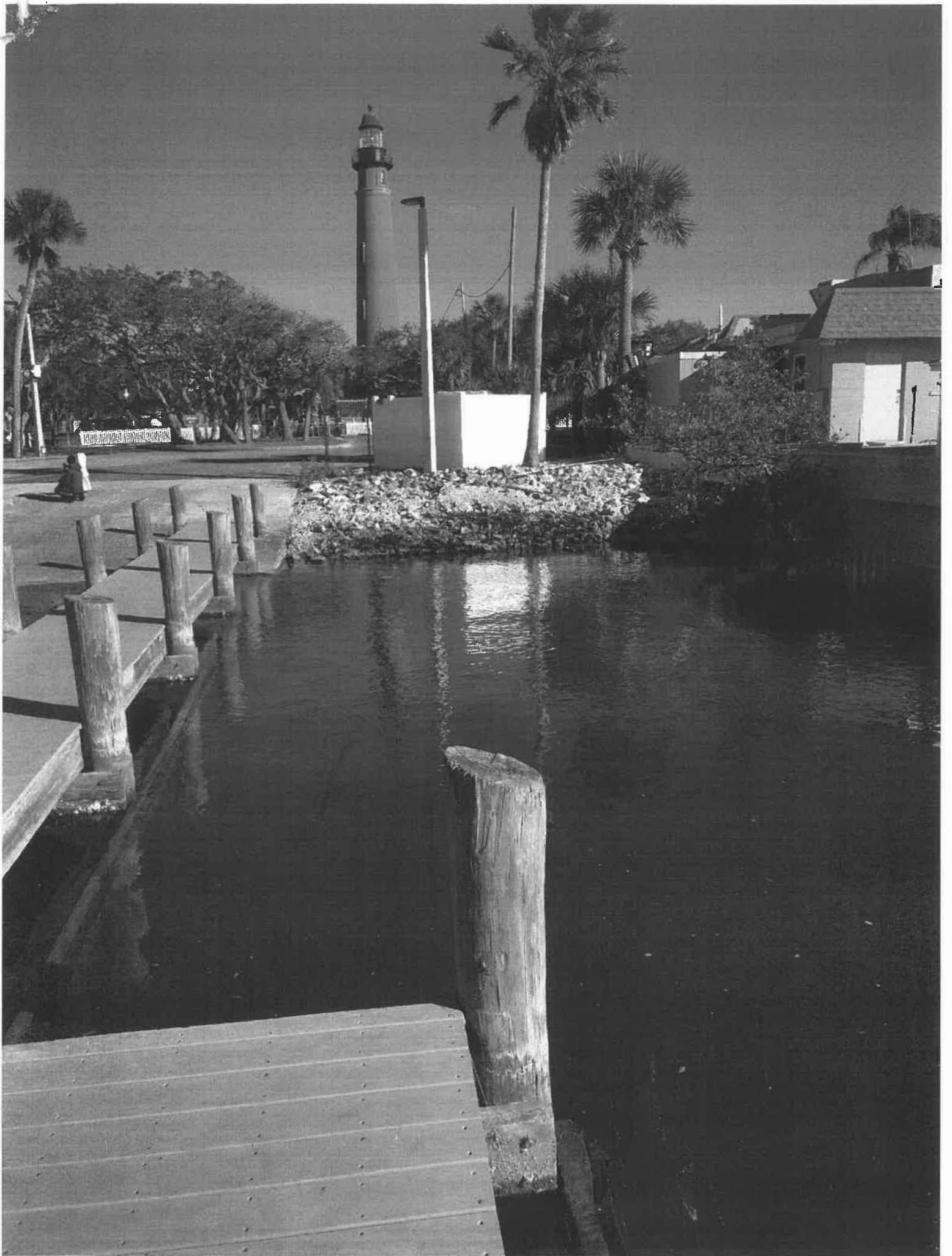
On the land side the Dumpster would need to be removed and replaced by a couple of residential style trash cans on the land island to the north. In its place 2 short term parking spots would be where the dumpster was previously. This dumpster is underutilized and 2 cans are up to the job. In the normal course of recovering a trailer boat the Captain will usually stop in the exit lane before entering the road to tidy things up so the new location of the trash cans would be more convenient than the dumpster is now.

The idea would be for SUP/Kayak users to park in these new 5 minute temporary parking spots for the purpose of unloading and securing their craft on the floating dock. They would then park in the designated parking lot. This design would allow for safe and convenient operations while not encumbering the trailer boats operations.

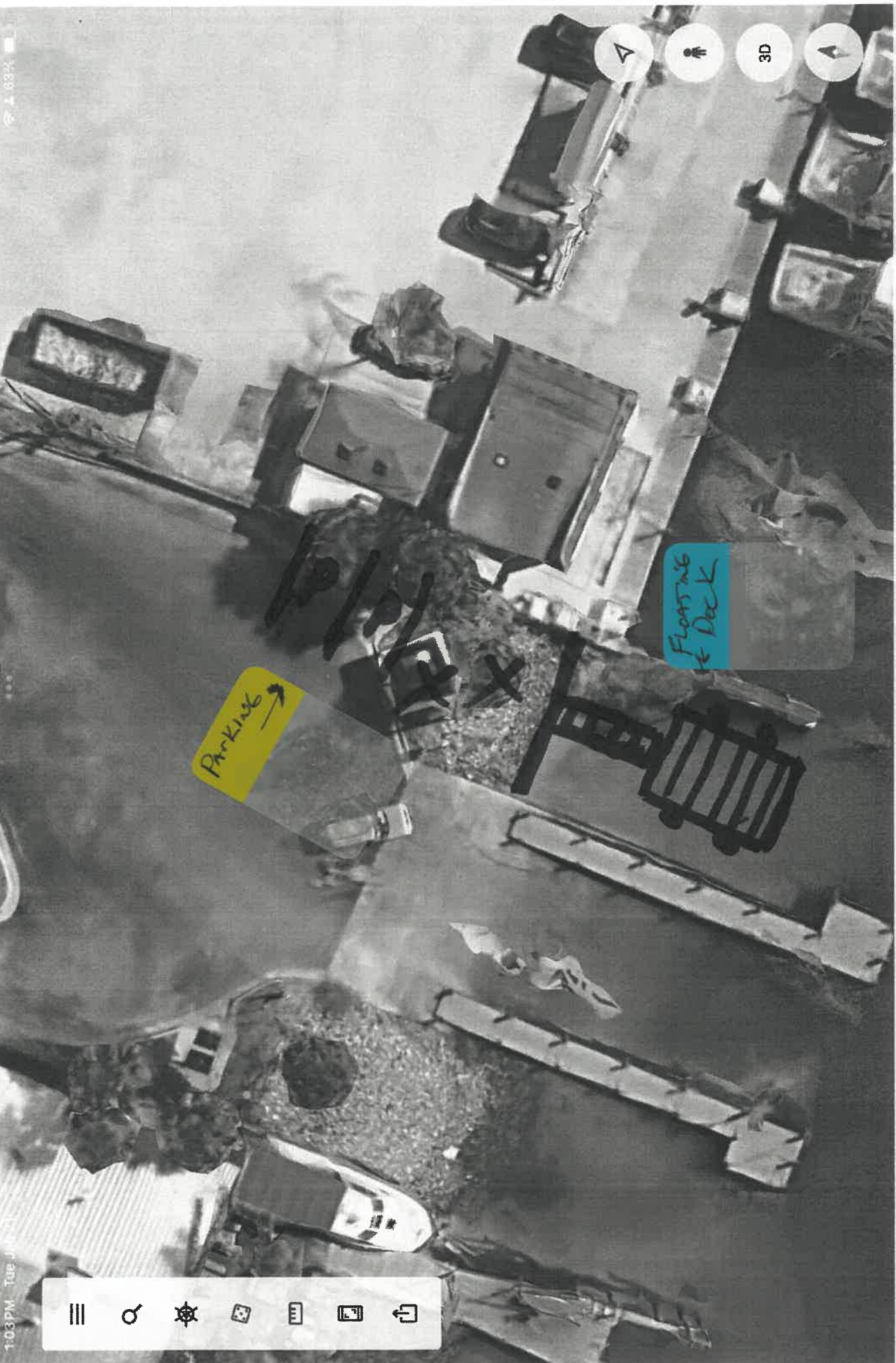
The town owns the ramp and parking area but the county has traditionally maintained the ramp and taken care of the repairs after storms. The idea would be for the funding of the project to come from the county via various existing programs for this sort of thing. A guess would be in the range of 700K out the door.

I have some photos to show the area in question and an idea that might work. County engineers will improve on all of this and make it legal to code.

Any questions?









5:4 63%

1:03 PM Tue Jul 10

Navigation and utility icons: a hamburger menu icon, a magnifying glass icon, a compass icon, a location pin icon, a list icon, a document icon, and a share icon.

Navigation and 3D view icons: a compass icon, a person icon, a 3D icon, and a location pin icon.

1:04 PM Tue Jan 21

62%



Toyota →





**From:** [Stephanie Gjessing](#)  
**To:** [Stephanie Gjessing](#)  
**Subject:** FW: Rainbow Bridge  
**Date:** Wednesday, February 12, 2025 5:20:27 PM  
**Attachments:** [image.png](#)  
[Rainbow bridge community likes.docx](#)  
[Rainbow Bridge picture with story.docx](#)

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**Subject:**Rainbow Bridge

**Date:**Tue, 28 Jan 2025 17:57:44 -0500

**From:**debbie darino

**To:**Lois A. Paritsky

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

Good afternoon, Mayor Paritsky,

I would like to know if we could work together on getting a "Rainbow Bridge" built in Ponce Inlet in honor of Ponce and for all of the community who have had their pets pass away. A spot where they can go to remember their pets forever and feel the love of others who have lost pets as well. Preferably the Ponce's Happy Tails Doggy Park or another area of your choice.

I posted on my page last night on fb and got a huge response which I will share with you of people in this area that would love to have one here. Some were even tearful because it made them so happy.

The picture below is of Lake Lure, NC which is a much loved place that so many people have left a token of their pet on the rails which were created just for that.

Please let me know what I need to do or what you need from me. I'd like to do this as soon as possible. Hopefully we can meet up to discuss the specifics or I can talk at a council meeting if need be.

I have attached just some of the many many comments on my post about support for it and also the sign with the Rainbow Bridge story that should be put up with the "Bridge".

Thank you so much for your time on this matter!



**Debbie Darino**  
**386-378-0397**

[www.theponceanimalfoundation.org](http://www.theponceanimalfoundation.org)



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# Rainbow Bridge

*There is a Bridge connecting Heaven and Earth. It's called the Rainbow Bridge because of its many colors. Just this side of the Rainbow Bridge there is a land of hills, meadows and valley with lush green grass.*

*When a beloved pet dies, he goes to this place where there is food and water and warm spring weather.*

*The old and frail animals are young again.  
Those who are maimed are made whole again.  
They play all day with each other.  
There is only one thing missing.  
They are not with their special person  
who loved them on earth.*

*So each day they run and play until the day comes when one suddenly stops playing and looks up! The nose twitches! The ears are up! The eyes are staring! And this one suddenly runs from the group! You have been seen and when you and your special friend meet, you take them in your arms and embrace. Your face is kissed again and again and you look once more into the eyes of your trusting pet. Then you cross the Rainbow Bridge together, never again to be separated.*



**Meeting Date: 2/20/2025**

**Agenda Item: 7**

## **Report to Town Council**

**Topic:** Consent Agenda

- A. Approval of the Town Council Regular meeting minutes. – January 16, 2025.
- B. Request to declare Fire Department manual stretcher as surplus equipment.
- C. Request for continued support for the S. Peninsula Drive Sidewalk Project.

**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. Lear, Planning & Development Director

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



Town of Ponce Inlet  
Town Council  
Regular Meeting Minutes  
January 16, 2025

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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
- Vice-Mayor Smith, Seat #5

**Staff Members Present:**

- Ms. Alex, Cultural Services Manager
- Ms. Cherbano, Town Clerk
- Mr. Disher, Town Manager
- Ms. Dowling, HR Coordinator
- Ms. Gatrost, Public Works Office Manager
- Ms. Gjessing, Assistant Deputy Clerk
- Chief Glazier, Police Chief
- Ms. Hall, Assistant Finance Director
- Ms. Hugler, Fire Department Office Manager/ PIO
- Mr. Lear, Planning & Development Director
- Ms. McColl, Finance Director
- Mr. Okum, IT Director
- Chief Scales, Public Safety Director
- Attorney Shepard, Town Attorney
- Ms. Spampanato, Custodian
- Mr. Wargo, Public Works Director

**4. ADDITIONS, CORRECTIONS, OR DELETIONS TO THE AGENDA:** Item 8-D was added to the agenda.

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

**5. CITIZENS PARTICIPATION:** Mayor Paritsky opened citizens participation – Ms. Liz Finch, 106 Rains Drive, commented on the Farmer’s Market history, location, and purpose. Mr. Mark Oebbecke, 4758 South Peninsula Drive, acknowledged the loss of Mr. Jim Hinson and stated

46 the Celebration of Life in his honor will be on January 30, 2025. Mayor Paritsky closed citizens  
47 participation.  
48

49 **6. PROCLAMATIONS, PRESENTATIONS, AND AWARDS:**  
50

51 **A. Volusia County Tax Collector’s “Kids Tag Art” program.** – Mr. Will Roberts,  
52 Volusia County Tax Collector, introduced the “Kids Tag Art” program. Mr. Roberts provided a  
53 brief history on the origin of the program and stated it is offered by 14 Florida Tax Collector’s  
54 offices. Ms. Holly Smith provided a presentation on the program for 5<sup>th</sup> grade students, and  
55 commented on the impact art has later in a person’s life. The first goal of the program is to raise  
56 funds for public elementary school art programs; the second goal is to integrate civics education  
57 with art theory; and the third goal is to give students an opportunity to succeed. She explained how  
58 the program works towards these goals using local R.J. Longstreet Elementary School as an  
59 example. The students design vanity plates, the teachers sell the plates, and the funds are put  
60 directly into the art program. The Tax Collector’s office also asks for community support in the  
61 form of sponsorships; all net proceeds are funded directly and equally between all ten participating  
62 schools in the area. Ms. Smith explained how the funds of a mini grant received this year were  
63 allocated. She spoke more on the program and mentioned which municipalities have become  
64 involved, explained where the plates are available for purchase, and requested Town Council  
65 support in the form of a sponsorship. Mayor Paritsky asked for this item to be brought back at the  
66 next regularly scheduled Council meeting for sponsorship consideration. Councilmember White  
67 asked how the program has been promoted and provided suggestions on how it could be marketed  
68 in Ponce Inlet. Councilmember Milano and Ms. Smith briefly discussed budgeting constraints.  
69

70 Council consensus to consider this item at the next regularly scheduled Town Council meeting,  
71 along with the different levels of sponsorship.  
72

73 **B. Recognition of Deby Spampanato for being selected as Ponce Inlet Employee**  
74 **of the Year, along with appreciation for all other nominees.** – Mr. Disher acknowledged Ms.  
75 Debra Spampanato as Employee of the Year and highlighted her continuing exceptional work.  
76 Mayor Paritsky presented an award to Ms. Spampanato in honor of her recognition; she also  
77 presented the other nominees in attendance with a certificate to recognize their hard work. The  
78 other nominees were Mr. Neil Browning (Police Department), Ms. Lois Dean (Planning &  
79 Development Department), Mr. Steve Dunlap (Public Works Department), Ms. Lindsay Gatrost  
80 (Public Works Department), and Ms. Jeri Hall (Finance Department).  
81

82 **7. CONSENT AGENDA:** Mayor Paritsky asked if there was any item Council would like to  
83 remove from the consent agenda; there were no requests. Mayor Paritsky asked if there were any  
84 requests from the public – there were none.  
85

86 **A. Approval of the Town Council Special meeting minutes – December 19, 2024.**  
87

88 **B. Approval of the Town Council Regular meeting minutes – December 19, 2024.**  
89

90 **C. Approval of the 2024 Municipal Transport Program Agreement with Volusia**  
91 **County.**

92  
93 **D. Change Order for Thompson Consulting Services for debris removal**  
94 **monitoring after Hurricane Milton.**  
95

96 Mayor Paritsky moved to approve the Consent Agenda as presented; seconded by Councilmember  
97 White; The motion PASSED 5-0, consensus.  
98

99 **8. OLD/NEW BUSINESS ITEMS PREFERRED AT THE BEGINNING OF THE**  
100 **MEETING:**  
101

102 **A. Appointments to the Code Enforcement Board.** – Ms. Gjessing explained the  
103 terms for Regular Seat 1, formerly held by Ms. Elena Richards, Regular Seat 4, formerly held by  
104 Mr. John Michel, and Alternate Seat 1, formerly held by Mr. Rick Fuess expired on December 31,  
105 2024. While the Town is in the process of converting the Code Enforcement Board to a Special  
106 Magistrate, the Code Enforcement Board will continue to meet to consider cases. Ms. Richards  
107 and Mr. Michel are seeking reappointment; Mr. Fuess did not apply. Ms. Elena Richards stated  
108 she is eager to volunteer on the Board for as long as possible. Mayor Paritsky opened public  
109 participation – hearing none, public participation was closed.  
110

111 Councilmember White made a motion to appoint Ms. Elena Richards to Regular Seat 1, and Mr.  
112 John Michel to Regular Seat 4; seconded by Councilmember Milano. The motion PASSED, 5-0,  
113 consensus.  
114

115 **B. Appointment to the Cultural Services, Historic Preservation, & Tree Advisory**  
116 **Board.** – Ms. Gjessing stated the Cultural Services, Historic Preservation, and Tree Advisory  
117 Board consists of seven seats; the only seats currently vacant are Alternate Seats 1 and 2. Ms. Jair  
118 Kessler applied for appointment to Alternate Seat 1. Mayor Paritsky asked if there was any  
119 discussion or motion; there was none.  
120

121 **C. Discussion – National League of Cities’ Service Line Warranty Program.** – Mr.  
122 Disher explained this item was first presented to the Town Council at last month’s regularly  
123 scheduled meeting. He reviewed the program’s services which include partnering with  
124 municipalities to offer optional protection to homeowners on their external water/well lines,  
125 sewer/septic lines, and in-home plumbing; the Town would receive 10% of the revenue collected  
126 through the process. He provided more information relating to last month’s discussion.  
127 Councilmember White questioned the Town’s liability in this process; Attorney Shepard and Ms.  
128 Ashley Shiwarski, Senior Director of Business Development for HomeServe, described the  
129 Town’s assumed liability and ways to mitigate it. The Councilmembers discussed ways to ensure  
130 the Town would be protected, including altering the language in the marketing agreement as well  
131 as the Town being added to program’s liability insurance policy. Mayor Paritsky opened public  
132 participation – hearing none, public participation was closed.  
133

134 Council consensus to reconsider this item at a future meeting, conditioned on inclusion of  
135 indemnification language in the marketing agreement, review of the agreement by the Town  
136 Attorney, and the Town of Ponce Inlet being added to the program’s liability insurance policy.  
137

138 **D. Request from the City of Port Orange for support of proposed upgrades to the**  
139 **Master Sewer Lift Station on S. Peninsula Drive and sewer force main pipe replacements. –**  
140 Ms. Robin Fenwick, Assistant City Manager of Port Orange, and Mr. Junos Reed, Engineer for  
141 the City of Port Orange, introduced themselves to the Town Council and explained their goal to  
142 submit a request to the state legislators for support of the upgrade to the Master Sewer Lift Station  
143 on S. Peninsula Drive and sewer force main pipe replacements; they requested support from the  
144 Town Council. Vice-Mayor Smith commented on the upgraded master sewer lift station and  
145 questioned if the pump station would be able to handle increased demand in the future; Mr. Reed  
146 stated it could do so as it is being designed for additional capacity.

147  
148 Council consensus to approve a letter of support as requested, which will be drafted by the City of  
149 Port Orange for the Town's signature.

150  
151 **9. PUBLIC HEARINGS / QUASI-JUDICIAL MATTERS: None.**

152  
153 **10. PUBLIC HEARINGS / NON-QUASI-JUDICIAL MATTERS:**

154  
155 **A. Ordinance 2025-01 –** Attorney Shepard read Ordinance 2025-01 by title only. **AN**  
156 **ORDINANCE OF THE TOWN OF PONCE INLET, FLORIDA, REPEALING SEC. 50-1**  
157 **AND SEC. 50-2 OF THE TOWN CODE OF ORDINANCES, RELATING TO THE**  
158 **PROHIBITION OF AGGRESSIVE SOLICITATION WITHIN THE TOWN OF PONCE**  
159 **INLET; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE**  
160 **DATE. –** Mr. Disher stated there have been no changes since the first reading of the ordinance  
161 from the December 19, 2024 Town Council meeting. Per Town practice, the first adopted  
162 ordinance of the year is renumbered to the first of the year, so while the first reading of the  
163 ordinance was 2024-10, it has been renumbered to Ordinance 2025-01 for second reading. Mayor  
164 Paritsky opened public participation – hearing none, public participation was closed.

165  
166 Councilmember Milano moved to approve and adopt proposed Ordinance 2025-01, repealing Sec.  
167 50-1 and Sec. 50-2 of the Town Code of Ordinances relating to the prohibition of aggressive  
168 solicitation within the Town of Ponce Inlet upon second reading; seconded by Councilmember  
169 White. The motion PASSED, 5-0 with the following vote: Councilmember Milano – yes;  
170 Councilmember White – yes; Mayor Paritsky – yes; Councilmember Villanella – yes; Vice-Mayor  
171 Smith – yes.

172  
173 **11. ORDINANCES (FIRST READING) AND RESOLUTIONS:**

174  
175 **A. Resolution 2025-01.** Attorney Shepard read Resolution 2025-01 by title only. **A**  
176 **RESOLUTION OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA,**  
177 **URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025**  
178 **FLORIDA LEAGUE OF CITIES' LEGISLATIVE PLATFORM ALONG WITH**  
179 **LEGISLATIVE PRIORITIES OF THE PONCE INLET TOWN COUNCIL; PROVIDING**  
180 **FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND**  
181 **PROVIDING AN EFFECTIVE DATE.–** Mayor Paritsky explained this resolution supports the  
182 Florida League of Cities' 2025 legislative platform along with the Ponce Inlet Town Council's  
183 legislative priorities. She described the two additional items added to the list related to code



184 enforcement body cameras and tree removal permit exemptions and explained the importance of  
185 the support. Mayor Paritsky opened public participation – hearing none, public participation was  
186 closed.

187  
188 Councilmember Villanella moved to approve Resolution 2025-01 as presented; seconded by Vice-  
189 Mayor Smith. The motion PASSED, 5-0 with the following vote: Councilmember Villanella – yes;  
190 Vice-Mayor Smith – yes; Mayor Paritsky – yes; Councilmember Milano – yes; Councilmember  
191 White – yes.

192

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

194

195 **13. NEW BUSINESS:**

196

197 **A. Urging the Florida Fish and Wildlife Conservation Commission to reinstate**  
198 **the prohibition on bear hunting throughout the State.** – Mayor Paritsky said the State of Florida  
199 is proposing another sanctioned bear hunt comparable to the one held in October 2015. She  
200 provided information from the last bear hunt, which included reports of cruelty and trophy hunting,  
201 emphasizing the Town of Ponce Inlet has only supported non-lethal means to control the black  
202 bear population. Mayor Paritsky requested the Council consider an updated Resolution similar to  
203 the one presented in May of 2016 or draft a letter to the Florida Fish and Wildlife Commission  
204 (FWC) stating the Town’s position remains the same as previously stated. The Councilmembers  
205 and Attorney Shepard discussed ways to alter the language of the letter to best get the point across.  
206 Mayor Paritsky opened public participation – hearing none, public participation was closed.

207

208 Council provided direction to draft a “data-driven” resolution and a letter for this purpose.

209

210 **B. Acceptance of bid from DDS Enterprises, LLC for the new Emergency**  
211 **Generator at the Community Center.** – Mr. Wargo stated the Ponce Inlet Community Center is  
212 a critical facility that serves the Town, and staff has worked with the State for grant funding  
213 towards a new emergency generator. He explained the bidding process and how it resulted in the  
214 recommendation to accept the submission from DDS Enterprises, LLC. in the amount of \$73,000.  
215 The initial budget was \$55,000, of which \$20,000 is through a grant; therefore, the Town would  
216 have to make up the outstanding \$18,000. Councilmember White and Mr. Wargo noted that several  
217 recent Public Works projects were completed under budget, leaving additional funds to help make  
218 up the shortfall. Mayor Paritsky opened public participation – hearing none, public participation  
219 was closed.

220

221 Councilmember White made a motion to award Bid 2024-06 to DDS Enterprises, LLC in the  
222 amount of \$73,000 for the installation of a new emergency generator at the Ponce Inlet Community  
223 Center; seconded by Councilmember Milano. The motion PASSED 5-0, consensus.

224

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

226

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

228

229 **B. Councilmember Villanella, Seat #4** – No further comments.

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**C. Councilmember White, Seat #3** – Councilmember White stated it was an honor to attend the recent Florida League of Mayor’s Roundtable and provided information discussed at the event. He emphasized the importance of having a relationship with local businesses to understand the needs of the Town. He also attended the recent Volusia County Elected Officials Roundtable meeting and complimented the Mayor’s involvement. Councilmember White provided an update on Volusia County’s proposed building moratorium and commended Mr. Disher on his representation of the Town at the Special County Council meeting where this item was discussed. He thanked the Ponce Inlet Community Center (PICCI) for hosting an enjoyable Farmer’s Market. Mayor Paritsky thanked Councilmember White for his advocacy on the Town’s behalf.

**D. Councilmember Milano, Seat #2** – Councilmember Milano provided reminders including the Town Hall meeting occurring on February 5, 2025 and the First-Step Shelter gala occurring on February 8, 2025. He provided a history on the First-Step Shelter gala, fundraising for the Shelter, and provided statistics on the Shelter’s statistics throughout 2024. Councilmember Milano discussed how the Shelter is projected to have an increase in attendance and noted the Town’s contributions to the organization. He stated at the next regularly scheduled County Council meeting, a proposed cut in funding will occur; he requested the Council consider a way to urge support for continued funding.

**E. Mayor Paritsky, Seat #1** – Mayor Paritsky reviewed the Volusia Legislative Delegation Meeting which occurred earlier this month, and explained it was an opportunity to present the Town’s appropriation requests. She informed everyone she is the newly elected Chair of the Volusia Elected Officials Roundtable and mentioned an initiative she placed on their agenda to create a Stormwater Management and Flooding subcommittee; the goals of the subcommittee are to develop and recommend strategies for flood mitigation, effective storm water management, and adaptation. She stated she recently hosted a Mayor’s call and detailed what these quarterly calls consist of. Mayor Paritsky said that Victoria Fahlberg, Director of the First Step Shelter, requested her to appear at the upcoming County Council meeting in support of the Shelter’s request for funding. She explained the details of the previous interlocal agreement, which was effective until September 2024, and stated the City of Daytona Beach requested a five-year extension at the same funding level in previous years. She further elaborated on House Bill 1365, which prohibits counties and municipalities from allowing individuals to regularly camp or sleep outdoors on public property. Mayor Paritsky sought a Council consensus for a letter to be presented to County Council Member and Vice-Chair Reinhart, supporting a request for funds for the reasons discussed. The Councilmembers and Attorney Shepard further discussed participation, the content of the letter, and the desired outcome.

Council consensus to prepare a letter on behalf of the Town to County Council Member and Vice-Chair Matt Reinhart, supporting a request for continued funding of the First Step Shelter.

**15. FROM THE TOWN MANAGER** – Mr. Disher provided information on the recent Volusia Delegation meeting where the Town requested continued support for funding on the septic-to-sewer project and financial assistance in the form of helping to offset the connection costs for property owners throughout the project; he further elaborated on the requests. He provided more details regarding the recent special Volusia County Council meeting in which the proposed

276 building moratorium was discussed; he explained how the conversation turned to stormwater  
277 resiliency and how it impacts Ponce Inlet. He noted an upcoming County Council agenda item  
278 involving the Lighthouse Point Park boardwalk project and explained the proposed changes. Mr.  
279 Disher stated the recently procured 75' Quint Fire Apparatus is anticipated to be delivered on  
280 January 24, 2025 and is expected to be put in service three to four weeks after. The Police  
281 Department is planning to conduct another pedestrian crosswalk enforcement detail for the sake  
282 of educating violators; the Planning & Development Department has hired a new Building  
283 Inspector, and they have finalized the initial steps in the online permitting process so residents will  
284 soon be able to apply for simple permits online. He stated the Public Works Department removed  
285 approximately 30-40 cubic yards of debris to reestablish swales along S. Peninsula, and the Ponce  
286 Inlet Historical Museum has been painted for \$7,000 instead of the originally projected cost of  
287 \$16,000.  
288

289 **16. FROM THE TOWN ATTORNEY** – Attorney Shepard briefly updated the status of the  
290 Attorney General’s opinion that was sought related to the Town’s rental permit and inspection fees  
291 associated with the Town’s rental ordinance; he stated the Attorney General declined to provide  
292 an opinion. He elaborated on the options moving forward to resolve this issue. Councilmember  
293 Milano provided a comment on a recent article on a new ordinance enacted in Palm Coast and  
294 Flagler County related to short-term rental fees.  
295

296 **17. PUBLIC PARTICIPATION (on items 14 – 16 only)** – Mayor Paritsky opened public  
297 participation – Mr. Mark Oebbecke, 4758 South Peninsula Drive, provided comments on the  
298 Farmer’s Market and stated a state inspector attended and provided suggestions for future markets.  
299 Mayor Paritsky closed public participation.  
300

301 **18. ADJOURNMENT** – Mayor Paritsky adjourned the meeting at 3:42 P.M.  
302

303 Respectfully submitted by:  
304

305 *Draft*

306 Kim Cherbano, CMC, Town Clerk

307 Prepared by: Stephanie Gjessing, Assistant Deputy Clerk

308 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 28, 2025  
Subject: Request to declare manual fire department stretcher as surplus equipment

---

**MEETING DATE:** February 20, 2025

---

The manual stretcher purchased in 2013 is no longer of operational use or value to the Town of Ponce Inlet due to advancements in equipment and changes in emergency medical service needs. With the deployment of the power load system, the manual stretcher has become redundant and obsolete. The power load system significantly enhances patient and provider safety, making manual operation stretchers unnecessary.

This stretcher, now over a decade old, has far exceeded its expected service life. The manufacturer no longer supports this model, rendering repairs and maintenance both impractical and uneconomical. Additionally, the stretcher has not been used operationally since the power load system was introduced, and there is no foreseeable scenario in which it would be reintegrated into service.

The stretcher holds no resale or reuse value due to its outdated design and condition, which no longer meet current standards for emergency medical equipment. Furthermore, retaining this equipment consumes valuable storage space that could be better utilized for other operational needs. For these reasons, the manual stretcher should be designated as surplus equipment and disposed of in accordance with the Town's established procedures, ensuring responsible asset management and maintaining a focus on operational efficiency.

# TOWN OF PONCE INLET

Capital Assets Policies and Procedures Manual



## EXHIBIT D - FIXED ASSET DISPOSAL FORM

Dept# 22  
(not required)

TO: FINANCE DEPARTMENT

DISPOSAL DATE: 1/28/2025

The following item was: Ferno Stretcher

From the : FIRE Department

### ASSET INFORMATION:

Description: Ferno stretcher  
Acquisition Date: 4/4/2013  
Cost New: \$3,307.00  
Town Asset#: 2393  
Town Vehicle#: NA  
VIN#: NA  
Serial#: 12N217725  
Model#: 93H PRO Flex  
Manufacturer: Ferno

PLEASE AUTHORIZE TRANSFER/DISPOSAL IN ACCORDANCE WITH CURRENT TOWN COUNCIL POLICY

Signature of Department Custodian Verifying Deletion

  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Town Manager

Disposal Method:  Sale/Auction  
 Donation Recipient \_\_\_\_\_  
 Junked/Scrapped  Obsolete  Broken  
 Stolen Police Report Filed  Yes  No  
 Lost  
 Other \_\_\_\_\_

PLEASE FORWARD COPY OF SIGNED FORM AND ANY SUPPORTING BACKUP DOCUMENTION TO FINANCE DEPARTMENT



## MEMORANDUM

### TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT

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

To: Michael E. Disher, AICP, Town Manager  
 From: Darren Lear, AICP, Planning & Development Director  
 Date: February 6, 2025  
 Subject: Request for Continued Support for the S. Peninsula Drive Sidewalk Project

---

**MEETING DATE:** February 20, 2025

---

#### 1 **Introduction**

2 Local governments that have applied for grant funding through the Volusia-Flagler Transportation  
 3 Planning Organization (TPO) must annually provide a letter of continued support for their projects.  
 4 These support letters reaffirm to the TPO that the local government sponsor of the project is still  
 5 committed in terms of political and financial support. The Town's S. Peninsula Drive sidewalk project  
 6 involves the reconstruction and widening of the existing sidewalk along the entire length of the town  
 7 into an 8-foot-wide concrete path which can be utilized by both cyclists and pedestrians. The project  
 8 has been in the works for many years, and with the engineering design just beginning, Staff is  
 9 requesting the Council's continued support.

#### 10 **Background**

11 The inspiration for this project was first conveyed in the Town's 2017 Bicycle-Pedestrian Master Plan.  
 12 This plan states, "An efficient bicycling and pedestrian network... can contribute to a healthier  
 13 population, resulting in reduced health care costs for both the individual and community. A well-  
 14 connected bicycling and pedestrian network with sidewalks as wide as eight feet help make a  
 15 community a more attractive place to live, work, and play...."

16  
 17  
 18 The Town applied to the TPO for grant funding to conduct a feasibility study for this project in 2017,  
 19 which is the first step in the design and construction process through the TPO.

20  
 21 In 2019, the Town Council adopted Res. No. 2019-01, authorizing staff to submit a grant application  
 22 for design and construction to the TPO through the TPO's annual Priority Projects program.

23  
 24 In 2021, the Town Council voted unanimously to increase the Town's local match contribution to 15%  
 25 to improve the project's score and rank. The stronger score, in combination with other projects coming  
 26 off the project list, moved the Town's sidewalk project up into the top 3 of 17 bicycle and pedestrian  
 27 projects awaiting funding. The 2021 Priority Project list was approved by the TPO Board on June 23,  
 28 2021. The project is currently incorporated into FDOT's Five-Year Work Program.

#### 29 **Discussion**

30 FDOT is the steward of Federal-aid transportation funds and is responsible for oversight of federally  
 31 funded projects on behalf of the Federal Highway Administration. Projects using federal transportation  
 32

33 dollars allocated through state DOTs and TPOs can only be administered by qualified agencies known  
34 as Local Agency Program (LAP) certified agencies that have the in-house engineering and fiscal  
35 capacity to oversee large-scale construction. The LAP is FDOT’s primary delivery mechanism for  
36 local agency projects to develop, design, and construct transportation facilities with Federal-Aid funds.  
37

38 Without its own in-house engineering staff, the Town does not qualify as a LAP-certified agency and  
39 so has partnered with Volusia County Public Works to administer the project on the Town’s behalf.  
40 The Town Council approved a Joint Project Agreement with Volusia County on May 18, 2023, to  
41 provide design, construction, and administration services on behalf of the Town. Volusia County also  
42 approved said agreement on June 20, 2023. Under this arrangement, the Town will reimburse the  
43 County for the costs to design and build the project. The Town will be able to meet its 15% match  
44 obligation for paying for 100% of the design costs. Funding for construction will be arranged between  
45 FDOT and Volusia County as the LAP-certified agency. The Town will still be responsible for  
46 reimbursing Volusia County staff for its costs to administer the project. The Town has sufficient funds  
47 set aside for this purpose.  
48

49 **Update**

50 Starting in August 2024, contractors hired by Volusia County began conducting essential survey work  
51 along S. Peninsula Drive, from the northern Town limits to Lighthouse Drive (**Attachment 1**). This  
52 survey marks the beginning of the design phase for the sidewalk widening project on S. Peninsula  
53 Drive.  
54

55 This survey effort is just the initial step in the design process. Once it is completed, the County will  
56 hire an engineer to finalize the design.  
57

58 **Next Steps**

59 Along with the support letter, applicants are required to provide an updated engineer’s cost estimate  
60 (**Attachment 2**). The Town’s draft letter to the TPO reaffirming its commitment to the project is  
61 attached (**Attachment 3**).  
62

63 **Recommendation**

64 Staff requests the Town Council **approve** the request for continued support of the S. Peninsula  
65 sidewalk project, as recommended by the ESAB on January 9, 2025.

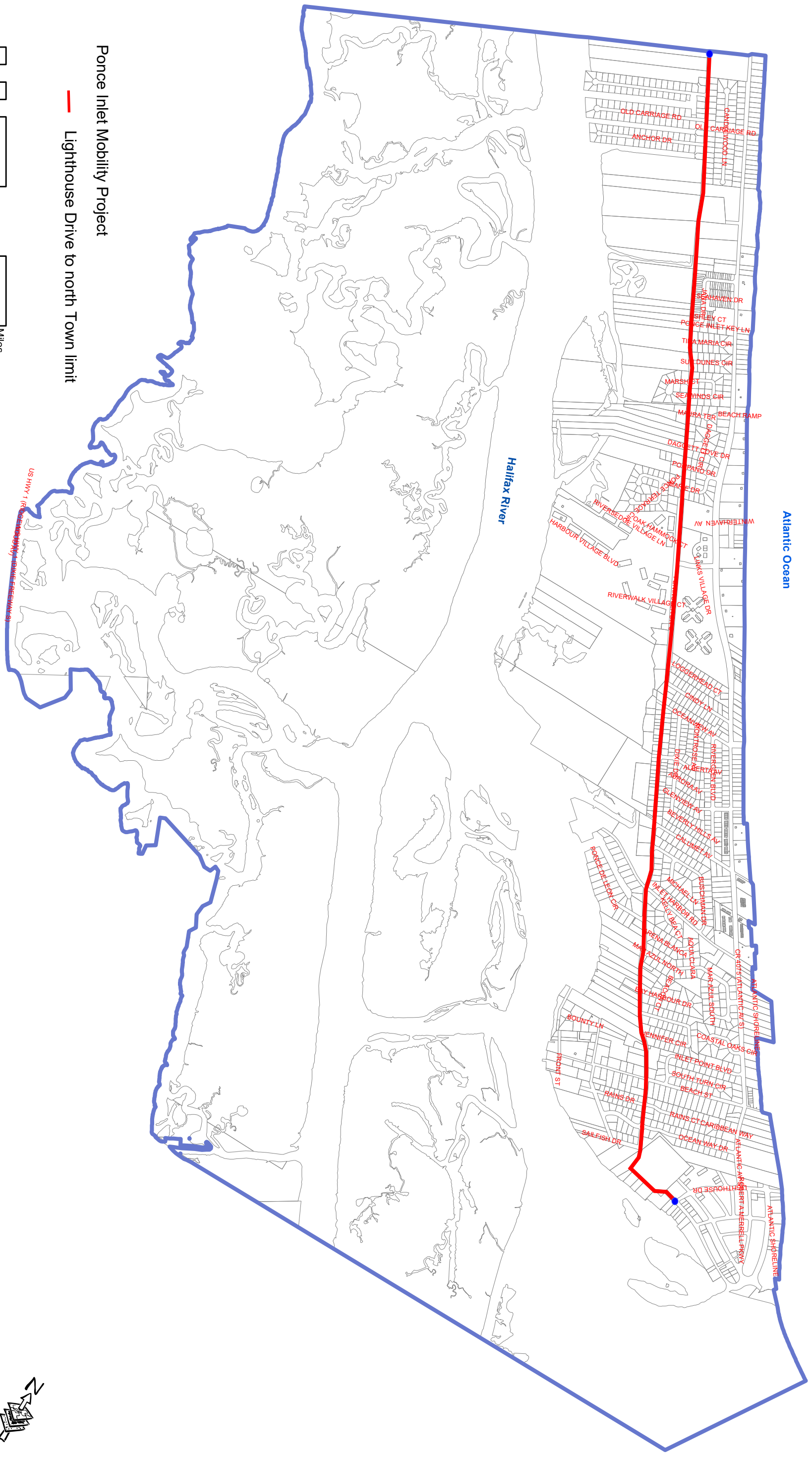
Attachments

1. Project limits
2. Updated cost estimates
3. Draft letter of support

# TOWN OF PONCE INLET STREETS

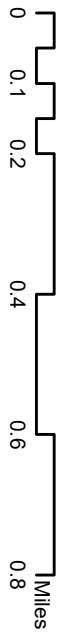
Atlantic Ocean

Halifax River



Ponce Inlet Mobility Project

— Lighthouse Drive to north Town limit





## Attachment 2

**TABLE 5-1. South Peninsula Drive Quantities and Cost Estimate (Segment 1 - Updated December 2024 by Mead & Hunt)**

PRELIMINARY OPINION OF PROBABLE COST FOR CONSTRUCTION (SEGMENT 1)					
Ponce Inlet Mobility Project					
FDOT Pay Item No .	Description	Unit	Unit Cost	Quantity	Cost
0101 1	MOBILIZATION(10% x sum of all items)	LS	10%	1	\$ 139,466.68
0102 1	MAINTENANCE OF TRAFFIC(10% x sum of all items)	LS	10%	1	\$ 139,466.68
0104 10 3	SEDIMENT BARRIER	LF	\$ 2.41	1,500	\$ 3,615.00
0104 18	INLET PROTECTION SYSTEM	EA	\$ 185.21	6	\$ 1,111.26
0110 2 2	SELECTIVE CLEARING AND GRUBBING, TREES R	AC	\$ 49609.91	0.5	\$ 24,804.96
0110 4 10	REMOVAL OF EXIST CONC	SY	\$ 50.68	1,000	\$ 50,680.00
0120 1	REGULAR EXCAVATION	CY	\$ 15.03	5,748	\$ 86,392.44
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	\$ 53.02	417	\$ 22,109.34
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$ 2.61	583	\$ 1,521.63
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	TN	\$ 186.76	32	\$ 5,976.32
0400 0 11	CONC CLASS NS, GRAVITY WALL	CY	\$ 1096.09	55	\$ 60,284.95
0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	\$ 10393.27	6	\$ 62,359.62
0425 6	VALVE BOXES, ADJUST	EA	\$ 903.29	2	\$ 1,806.58
0436 1 1	TRENCH DRAIN, STANDARD	LF	\$ 551.87	1,500	\$ 827,805.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 44.96	1,500	\$ 67,440.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	\$ 74.41	1,333	\$ 99,188.53
0527 2	DETECTABLE WARNINGS	SF	\$ 40.63	252	\$ 10,238.76
0550 10218	FENCING, TYPE B, 0.0-5.0', RESET EXIST	LF	\$ 55.00	600	\$ 33,000.00
0570 1 2	PERFORMANCE TURF, SOD	SY	\$ 4.34	1,333	\$ 5,785.22
0580 2 2	LANDSCAPE- RELOCATE TREE, PALMS >14'	EA	\$ 2403.71	3	\$ 7,211.13
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	\$ 516.24	4	\$ 2,064.96
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	\$ 345.18	8	\$ 2,761.44
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$ 4.04	1,400	\$ 5,656.00
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$ 7.64	75	\$ 573.00
1644800	FIRE HYDRANT, RELOCATE	EA	\$ 12280.65	1	\$ 12,280.65
A	SUBTOTAL				\$ 1,673,600.14
B	CEI (15%) (A x 0.15)				\$ 251,040.02
C	ENGINEERING AND DESIGN (30%) (A x 0.30)				\$ 502,080.04
D	SURVEY AND ROW MAPPING (\$0.52 per sq. ft x 38,000 sf))				\$ 19,760.00
E	ROUNDED TOTAL ( SUM A..D)				\$ 2,446,480.00

\*Construction cost estimate does not include utility relocation costs or right-of-way costs.

**TABLE 5-2. South Peninsula Drive Quantities and Cost Estimate (Segment 1 - Updated December 2024 by Mead & Hunt)**

FDOT Inflation-Adjusted Estimate	Inflation Factor	Multiplier	Adjusted Cost Estimate
Year 1 Inflation-Adjusted Estimate (2025)	3.50%	1.04	\$2,532,106.80
Year 2 Inflation-Adjusted Estimate (2026)	3.40%	1.07	\$2,618,198.43
Year 3 Inflation-Adjusted Estimate (2027)	3.30%	1.11	\$2,704,598.98
Year 3 Inflation-Adjusted Estimate (2028)	3.20%	1.14	\$2,791,146.15
Year 3 Inflation-Adjusted Estimate (2029)	3.10%	1.18	\$2,877,671.68

**TABLE 5-3. South Peninsula Drive Quantities and Cost Estimate (Segment 2 - Updated December 2024 by Mead & Hunt)**

<b>PRELIMINARY OPINION OF PROBABLE COST FOR CONSTRUCTION (SEGMENT 2)</b>					
<i>Ponce Inlet Mobility Project</i>					
<b>FDOT Pay Item No .</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
0101 1	MOBILIZATION(10% x sum of all items)	LS	10%	1	\$114,468.68
0102 1	MAINTENANCE OF TRAFFIC(10% x sum of all items)	LS	10%	1	\$114,468.68
0104 10 3	SEDIMENT BARRIER	LF	\$2.14	7,000	\$14,980.00
0104 18	INLET PROTECTION SYSTEM	EA	\$185.21	4	\$740.84
0110 2 2	SELECTIVE CLEARING AND GRUBBING, TREES R	AC	\$49,609.91	2.4	\$119,063.78
0110 4 10	REMOVAL OF EXIST CONC	SY	\$50.68	4,667	\$236,523.56
0120 1	REGULAR EXCAVATION	CY	\$15.03	691	\$10,385.73
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	\$53.02	1,944	\$103,070.88
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$2.61	417	\$1,088.37
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	TN	\$186.76	23	\$4,295.48
0425 5	MANHOLE, ADJUST	EA	\$1,545.21	6	\$9,271.26
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	\$74.41	6,222	\$462,979.02
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	\$96.15	1,150	\$110,572.50
0527 2	DETECTABLE WARNINGS	SF	\$40.63	180	\$7,313.40
0550 10218	FENCING, TYPE B, 0.0-5.0', RESET EXIST	LF	\$55.00	100	\$5,500.00
0570 1 2	PERFORMANCE TURF, SOD	SY	\$4.34	6,222	\$27,003.48
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	\$345.18	11	\$3,796.98
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$4.04	1,000	\$4,040.00
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$7.64	75	\$573.00
0751 37	TRASH RECEPTACLE	EA	\$1,988.55	1	\$1,988.55
0751 36 12	BICYCLE RACK, FURNISH & INSTALL, 2-6 BI	EA	\$1,500.00	1	\$1,500.00
0751 38 11	BENCH, F&I, ALUMINUM	EA	\$5,000.00	4	\$20,000.00
A	SUBTOTAL				\$1,373,624.20
B	CEI (15%) (A x 0.15)				\$206,043.63
C	ENGINEERING AND DESIGN (30%) (A x 0.30)				\$412,087.26
D	SURVEY AND ROW MAPPING (\$0.52 per sq. ft x 175,000 sf)				\$91,000.00
E	<b>ROUNDED TOTAL ( SUM A..D)</b>				<b>\$ 2,082,755.00</b>

\*Construction cost estimate does not include utility relocation costs or right-of-way costs.

**Table 5-4 South Peninsula Drive FDOT Inflation-Adjusted Estimate (Segment 2 Updated December 2024 by Mead & Hunt)**

<b>FDOT Inflation-Adjusted Estimate</b>	<b>Inflation Factor</b>	<b>Multiplier</b>	<b>Adjusted Cost Estimate</b>
<b>Year 1 Inflation-Adjusted Estimate (2025)</b>	<b>3.50%</b>	<b>1.04</b>	<b>\$2,155,651.43</b>
<b>Year 2 Inflation-Adjusted Estimate (2026)</b>	<b>3.40%</b>	<b>1.07</b>	<b>\$2,228,943.57</b>
<b>Year 3 Inflation-Adjusted Estimate (2027)</b>	<b>3.30%</b>	<b>1.11</b>	<b>\$2,302,498.71</b>
<b>Year 3 Inflation-Adjusted Estimate (2028)</b>	<b>3.20%</b>	<b>1.14</b>	<b>\$2,376,178.67</b>
<b>Year 3 Inflation-Adjusted Estimate (2029)</b>	<b>3.10%</b>	<b>1.18</b>	<b>\$2,449,840.21</b>

**TABLE 5-5. South Peninsula Drive Quantities and Cost Estimate (Segment 3 - Updated December 2024 by Mead & Hunt)**

PRELIMINARY OPINION OF PROBABLE COST FOR CONSTRUCTION (SEGMENT 3)					
Ponce Inlet Mobility Project					
FDOT Pay Item No .	Description	Unit	Unit Cost	Quantity	Cost
0101 1	MOBILIZATION(10% x sum of all items)	LS	10%	1	\$ 157,464.20
0102 1	MAINTENANCE OF TRAFFIC(10% x sum of all items)	LS	10%	1	\$ 157,464.20
0104 10 3	SEDIMENT BARRIER	LF	\$2.41	10,000	\$ 24,100.00
0104 18	INLET PROTECTION SYSTEM	EA	\$185.21	10	\$ 1,852.10
0110 2 2	SELECTIVE CLEARING AND GRUBBING, TREES R	AC	\$49,609.91	3.4	\$ 168,673.69
0110 4 10	REMOVAL OF EXIST CONC	SY	\$50.68	7,133	\$ 361,500.44
0110 7 1	MAILBOX, F&I SINGLE	EA	\$330.39	2	\$ 660.78
0120 1	REGULAR EXCAVATION	CY	\$15.03	988	\$ 14,849.64
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	\$53.02	2,778	\$ 147,289.56
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$2.61	500	\$ 1,305.00
0337 7 80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	TN	\$186.76	28	\$ 5,229.28
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	\$7,258.82	5	\$ 36,294.10
0425 5	MANHOLE, ADJUST	EA	\$1,161.84	4	\$ 4,647.36
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	\$44.96	250	\$ 11,240.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	\$74.41	8,889	\$ 661,430.49
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	\$96.15	625	\$ 60,093.75
0527 2	DETECTABLE WARNINGS	SF	\$40.63	216	\$ 8,776.08
0570 1 2	PERFORMANCE TURF, SOD	SY	\$4.34	8,889	\$ 38,578.26
0580 2 2	LANDSCAPE- RELOCATE TREE, PALMS >14'	EA	\$ 2403.71	6	\$ 14,422.26
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	\$516.24	4	\$ 2,064.96
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	\$345.18	18	\$ 6,213.24
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$4.04	1,200	\$ 4,848.00
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$7.64	75	\$ 573.00
A	SUBTOTAL				\$ 1,889,570.39
B	CEI (15%) (A x 0.15)				\$ 283,435.56
C	ENGINEERING AND DESIGN (30%) (A x 0.30)				\$ 566,871.12
D	SURVEY AND ROW MAPPING (\$0.52 per sq. ft x 250,000 sf)				\$ 130,000.00
E	<b>ROUNDED TOTAL ( SUM A..D)</b>				<b>\$ 2,869,877.00</b>

\*Construction cost estimate does not include utility relocation costs or right-of-way costs.

**Table 5-6 South Peninsula Drive FDOT Inflation-Adjusted Estimate (Segment 3 Updated December 2024 by Mead & Hunt)**

FDOT Inflation-Adjusted Estimate	Inflation Factor	Multiplier	Adjusted Cost Estimate
Year 1 Inflation-Adjusted Estimate (2025)	3.50%	1.04	\$2,970,322.70
Year 2 Inflation-Adjusted Estimate (2026)	3.40%	1.07	\$3,071,313.67
Year 3 Inflation-Adjusted Estimate (2027)	3.30%	1.11	\$3,172,667.02
Year 3 Inflation-Adjusted Estimate (2028)	3.20%	1.14	\$3,274,192.36
Year 3 Inflation-Adjusted Estimate (2029)	3.10%	1.18	\$3,375,692.33

## Attachment 3

February \_\_, 2025

Ms. Colleen Nicoulin, Executive Director  
River to Sea Transportation Planning Organization  
1 Deuce Court, Daytona Beach 32124

### **RE: Letter of Continued Support for the Town of Ponce Inlet's S. Peninsula Drive Sidewalk Mobility Project on FDOT's Five-Year Work Program**

Dear Colleen:

The Town of Ponce Inlet is pleased to indicate its continued support of its previously submitted Mobility Project and wishes for it to remain on the FDOT Five-Year Work Program. The project consists of replacing the existing sub-standard sidewalk on S. Peninsula Drive with an 8-foot concrete sidewalk along the entire length of the Town. The goal of the project is to enhance mobility and safety for residents and visitors by providing an ADA-compliant route for pedestrians and cyclists connecting the Town's homes, local businesses, cultural centers, and public parks.

The Ponce Inlet Town Council affirmed the Town's continued support, including a local match pledge of 15%, at its regular meeting on \_\_\_\_\_, 2025.

Please direct any questions or concerns about this project to me at [mdisher@ponce-inlet.org](mailto:mdisher@ponce-inlet.org) or (386) 236-2150.

Sincerely,

Michael E. Disher, AICP  
Town of Ponce Inlet  
Town Manager



**Meeting Date:** 2/20/2025

**Agenda Item:** 8-A

## **Report to Town Council**

**Topic:** Residential Parking Permit Programs.

**Summary:** Due to the significant rise in visitors and traffic over the last several years, concerns among residents have increased regarding parking availability and the overall impact on neighborhood quality of life. This discussion serves to outline various aspects of residential parking permit programs and options to implement one in Ponce Inlet.

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

**Requested by:** Mr. Lear, Planning & Development Director

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



## MEMORANDUM

### TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT

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

To: Michael E. Disher, AICP, Town Manager  
From: Darren Lear, AICP, Planning & Development Director  
Date: February 13, 2025  
Subject: Discussion - Residential Parking Permit Program (RPPP)

---

**MEETING DATE:** February 20, 2025

---

1 The Town of Ponce Inlet has seen a significant rise in visitors and traffic over the last several years,  
2 particularly during holiday weekends. This increase has raised concerns among residents about the  
3 overflow of parking into residential neighborhoods, leading to issues regarding parking availability  
4 for residents and the overall impact on neighborhood quality of life.  
5  
6 Additionally, concerns have been raised about recent changes by Volusia County to its beach  
7 parking program, including the elimination of beach access fees for County residents and the  
8 introduction of new fees for off-beach parking for non-County residents.  
9  
10 The Police Chief previously presented information on the traffic increases at the June 20, 2024  
11 Town Council meeting and the Town Hall meeting on August 8, 2024. Later that year, Town staff  
12 met with representatives from the engineering firm of Mead & Hunt to discuss the potential  
13 implementation of an RPPP. Mead & Hunt is one of the firms that helped the County develop and  
14 implement its new parking program. Mead & Hunt also has a continuing services contract with the  
15 Town.  
16  
17 Mead & Hunt will be present at the Town Council meeting on February 20, 2025, to outline various  
18 aspects of an RPPP and options to implement one in Ponce Inlet.  
19  
20 Staff seeks direction from the Town Council on the next steps for implementing an RPPP. It should  
21 be noted that Mead & Hunt's work on this task is not budgeted for in the current fiscal year. Should  
22 the Council wish to proceed, staff will propose funding in the budget for next fiscal year. The work  
23 itself would need be approved by the Town Council through a separate Task Order Assignment.



**Meeting Date:** 2/20/2025

**Agenda Item:** 8-B

## **Report to Town Council**

**Topic:** Request to partner with Embry-Riddle Aeronautical University to construct a “living seawall” at Ponce Preserve

**Summary:** Please see the attached staff report.

**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: February 12, 2025

Subject: Request to Partner with Embry-Riddle Aeronautical University to construct a “living seawall” at Ponce Preserve

**Meeting Date:** February 20, 2025

1 On November 20, 2024, a public workshop on “living seawalls” was held at the Ponce Inlet  
 2 Community Center by Dr. Siddharth S. Parida, Assistant Professor with the Department of Civil  
 3 Engineering at Embry-Riddle Aeronautical University (ERAU). Living seawalls are a hybrid  
 4 coastal protection system incorporating both manmade structures and natural features. The  
 5 purpose of the workshop was to provide information and seek public input on the use of living  
 6 seawalls along the beachfront of communities like Ponce Inlet that experienced tremendous  
 7 erosion from Hurricanes Ian and Nicole in 2022. The workshop was attended by several  
 8 members of the Town Council and Town staff.  
 9

10 At the Town Council’s November 21<sup>st</sup> meeting, the Council granted permission for Town staff to  
 11 begin discussing ways the Town could partner with Dr. Parida’s team. Specifically, staff  
 12 suggested using part of the oceanfront shoreline of Ponce Preserve as a test site for living seawall  
 13 technologies described in the workshop. The shoreline was eroded by an estimated 50-100 feet  
 14 during the 2022 hurricanes. The Ponce Preserve shoreline currently has no protection from the  
 15 ocean waves other than the temporary TrapBags installed by Volusia County. The TrapBags will  
 16 be removed as part of the County’s upcoming beach restoration project with the U.S. Army  
 17 Corps of Engineers in 2025.  
 18

19 Town staff has continued to meet with Dr. Parida and his team to finalize the scope of work,  
 20 funding sources, and responsibilities for the project. The project is to be funded through a grant  
 21 from the National Science Foundation. To maximize the amount of funding received (and  
 22 corresponding length of living seawall that could be constructed), the ERAU team recommends  
 23 that the Town join the grant application as a civic partner and grant sub-recipient. Under this  
 24 arrangement, the Town would assume the lead role for the design and construction of the project,  
 25 with ERAU handling the funding and grant coordination. The Town would serve as a pass-  
 26 through entity for invoices and reimbursement, with the Town paying the contractors, and ERAU



27 reimbursing the Town. This would occur on a monthly basis, rather than all at once at the end of  
28 the project, as is typical with other types of grants. The Town's Finance Director has discussed  
29 the mechanics of this with ERAU's grant administrator and is comfortable with this approach.  
30 As an active participant and sub-recipient of the grant, approximately 150 feet of living seawall  
31 could be constructed.

32

33 Alternately, the Town may participate without Staff's active involvement by simply allowing  
34 ERAU to use the property. We have been told, however, that this option would mean more of the  
35 grant money going to ERAU staff to run the project and thus yielding a shorter length of seawall  
36 being built.

37

38 Staff has made it clear that in either scenario, the Town Council must first grant authorization to  
39 use the Ponce Preserve property. Additionally, construction permits will be required for review  
40 by Town staff and FDEP. Finally, the Florida Communities Trust, as major source of funding for  
41 the original development of Ponce Preserve, must sign off the same as it would for any other  
42 significant change or improvement to the park.

43

44 It is Staff's understanding that the grant application deadline is at the end of February. Notice of  
45 the grant award is expected in July. If the grant is awarded, the funding would become available  
46 on October 1<sup>st</sup>. The grant period is 12 months, meaning the project must be designed, permitted,  
47 and constructed within that timeframe.

48

49 Staff is requesting direction and authorization for Town staff to proceed with the ERAU living  
50 seawall project at Ponce Preserve either as a sub-recipient in the National Science Foundation  
51 grant or in a more limited way by allowing use of the property only.

52

53 Dr. Parida will be at the February Town Council meeting to present his proposal and to answer  
54 any questions.



**Meeting Date: 2/20/2025**

**Agenda Item: 8-C**

### **Report to Town Council**

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

**Summary:** Please see attached staff report and supporting document.

**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: February 3, 2025  
Subject: Appointment to the Cultural Services, Historic Preservation, & Tree Advisory Board

---

**MEETING DATE:** February 20, 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. Kimberly Canny has applied for consideration of appointment to the board. Her voter status has been confirmed and she has met Council's requirements of eligibility for board appointment.

*Suggested motion:*

- At Council's discretion.

Attachment(s):

1. Application from Ms. Canny

RECEIVED

FEB 03 2025

BY: SGT



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

## 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: Kimberly Canny  
Address: 73 Loggerhead Court Ponce Inlet, FL 32127  
Daytime Telephone: 203-980-8029 Cell: 203-980-8029  
E-mail address: kimberlycanny@yahoo.com

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

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

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

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

If yes, please explain: \_\_\_\_\_

My background is in planning, organizing and executing events, more specifically, I have worked for the  
American Cancer Society and their "Making Strides Against Breast Cancer" campaign.

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: 2-1-2025.

Please provide additional information and/or interests you feel may be helpful when considering your application for board appointment: Currently, I serve as Vice-President of the PICCI Board of Trustees and I have been a board member for three consecutive years. As a business owner in Ponce Inlet, I have been a donating member to the Friends of the Marine Science Center, and have supported the Garden Club's Ice Cream Social event for the past two years and will again in 2025. I also am a corporate donor to the Ponce de Leon Lighthouse.

**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: \_\_\_\_\_

*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.*

Kemberly Canny  
Signature of Applicant

2-2-2025  
Date

STAFF USE ONLY	
Application received by: <u>Stephanie Gjessing</u>	Date: <u>2/3/2025</u>
Proof of residency verified: <input type="checkbox"/> FL Driver's License	<input checked="" type="checkbox"/> Other: <u>VC property appraiser</u>
<input checked="" type="checkbox"/> Voter Registration verified?	Date: <u>2/3/2025</u>
Membership or Meeting Attendance verified: <input type="checkbox"/> YES	Board name: _____
Date of Council meeting: <u>2/20/2025</u>	Confirmation sent: _____
<input type="checkbox"/> Appointment <b>APPROVED</b>	<input type="checkbox"/> Appointment <b>DENIED</b>



**Meeting Date: 2/20/2025**

**Agenda Item: 8-D**

### **Report to Town Council**

**Topic:** Appointment to the Essential Services Advisory Board.

**Summary:** Please see attached staff report and supporting document.

**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: February 11, 2025  
Subject: Appointment to the Essential Services Advisory Board

---

**MEETING DATE:** February 20, 2025

---

The Essential Services Advisory Board consists of ten seats: five (5) Regular seats (three-year terms), each requiring a specific discipline, and five (5) Alternate seats (one-year terms) which require matching disciplines. Currently, the only vacancies on the board are Alternate Seat 2 (Fire-Rescue/ EMS), Alternate Seat 3 (Engineering), and Alternate Seat 4 (CPA/Financial).

Mr. Matt Montgomery has applied for consideration of appointment to the board. He has indicated his experience makes him qualified for the Seat 4 discipline, CPA/Financial. His voter status has been confirmed, and he has met Council's requirements of eligibility for board appointment.

Suggested motion:

- At Council's discretion.

Attachment(s):

1. Application from Mr. Montgomery

FEB 11 2025

BY: SGT



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

Application for Appointment

**ESSENTIAL SERVICES 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 quarterly at 5:30 pm in the Council Chambers at 4300 S. Atlantic Avenue, Ponce Inlet and are open to the public.

Name: Matt Montgomery

Address: 122 Beach St Ponce Inlet

Daytime Telephone: 8505287423 Cell: ""

E-mail address: mattmontgomery1@gmail.com

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

The Essential Services Advisory Board was created by Ordinance 2021-01; duties and responsibilities are listed in Chapter 2, Article IV, Division 3 of the Code of Ordinances.

Requires specific disciplines. Please indicate your experience, education, and/or training in the following fields:

- Seat #1: Law Enforcement
- Seat #2: Fire-Rescue/EMS
- Seat #3: Engineering
- Seat #4: CPA/Financial
- Seat #5 Public Relations, Outreach, or Human Resources

Please explain: I work in the insurance brokerage industry serving local governments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any training and/or experience in Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? Yes If so, please describe: \_\_\_\_\_

I have worked in and around Federal, State and Local Government for 20 years. I represent more than 100 local government clients in Florida for property, casualty, workers compensation, employee benefits, life insurance and other insurance lines.



Have you reviewed the Boardmember Training Information handouts and video regarding Parliamentary Procedure, Sunshine Law, and Quasi-Judicial proceedings? No If so, please provide the date of review: Will review asap

Please provide additional information and/or interests you feel may be helpful when considering your application for board appointment: I am extremely familiar with local government operations and the intersection of elected officials, appointed officials, residents, visitors, town ordinances and federal, state and local laws. I am a passionate resident of Ponce Inlet along with my wife and two young sons (ages 2 and 1). I stand ready to serve in any capacity necessary to help our beautiful town serve our residents in a safe and financially efficient manner.

**PLEASE NOTE:** Those seeking initial appointment to the Essential Services Advisory Board must attend one regular meeting of the board *prior* to application submittal. Please indicate meeting date: Next Meeting in Q2

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

  
Signature of Applicant

2.11.25  
Date

STAFF USE ONLY	
Application received by: <u>Stephanie Gjessing</u>	Date: <u>2/11/2025</u>
Proof of residency verified: <input type="checkbox"/> FL Driver's License <input checked="" type="checkbox"/> Other: <u>VC property appraiser</u>	
<input checked="" type="checkbox"/> Voter Registration verified - Date: <u>2/11/2025</u>	By: <u>SG</u>
<input type="checkbox"/> Meeting Attendance verified - Date: _____	By: _____
Date of Council meeting: <u>2/20/2025</u>	Confirmation sent: _____
<input type="checkbox"/> Appointment APPROVED	<input type="checkbox"/> Appointment DENIED
Membership: <b>Appointed to Seat #</b> _____	<input type="checkbox"/> Regular <input type="checkbox"/> Alternate



**Meeting Date: 2/20/2025**

**Agenda Item: 8-E**

### **Report to Town Council**

**Topic:** Re-appointment of Chief J. Glazier to the Opioid Abatement Funding Advisory Board

**Summary:** Please see attached staff report and supporting document.

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

**Requested by:** Chief Glazier, Police Chief

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



**Town of Ponce Inlet, 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: February 12, 2025

Subject: Re-appointment of Chief J. Glazier to the Opioid Abatement Funding Advisory Board

---

**MEETING DATE:** February 20, 2025

---

My 2-year Opioid Abatement Funding Advisory Board term will expire on 2/23/2025 and the board position will remain vacant until an appointment is made. I am seeking approval from the Ponce Inlet Town Council to be re-appointed to the Advisory Board for another 2-year term.

The Advisory Board includes one County Council appointed member and one appointee from each city within Volusia County participating in the interlocal agreement. Advisory Board members represent a spectrum of knowledge and experience related to the opioid crisis, bringing valuable expertise and perspective to the subject of opioid abatement in Volusia County.

The Advisory Board is tasked with funding eligible services and programs that benefit all Volusia County residents and will make recommendations to the County Council to award funding for programs, projects, or services for opioid related impacts.

**BYLAWS**  
**OPIOID ABATEMENT FUNDING ADVISORY BOARD**  
**“ADIVSORY BOARD”**

Adopted: February 24, 2023  
Revised: \_\_\_\_\_

**ARTICLE I. NAME.**

The name of this organization shall be the Opioid Abatement Funding Advisory Board (“Advisory Board”).

**ARTICLE II. AUTHORITY AND PURPOSE.**

**SECTION 2.01. AUTHORITY.**

The Advisory Board was established by the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds (“Agreement”) as entered into on January 26, 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Orange City, the City of Ormond Beach, the Town of Ponce-Inlet, and the City of Port Orange, hereinafter referred to as the “Cities.”

**SECTION 2.02. PURPOSE.**

The purpose of the Advisory Board is to assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds and the purposes for which Regional funds may be used. The Advisory Board will continue to provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs consistent with the State Memorandum of Understanding and Interlocal Agreement.

1. The Advisory Board shall establish an annual process which must include the following:
  - a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programing.
  - b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member’s local government.

- c. The Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.
- d. The Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) (“Opioid Abatement Funding Advisory Board Priority List, “Priority List,” or “Abatement Plan”). County Council shall have final approval of the Abatement Plan, or any amendments thereto.
- e. Final Review recommendations will be approved by the Advisory Board, who shall present recommendations to the County Council for approval.
- f. The Advisory Board shall recommend, and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

**SECTION 2.02. ADMINISTRATIVE COSTS.**

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

**SECTION 2.03 INDEMNIFICATION.**

Each City and the County shall be responsible for their respective employees’ acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

**ARTICLE III. MEMBERSHIP.**

### **SECTION 3.01 COMPOSITION.**

The Advisory Board members shall be comprised of members who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Orange City;
11. One member appointed by the City of Ormond Beach;
12. One member appointed by the Town of Ponce Inlet;
13. One member appointed by the City of Port Orange;
14. One member appointed by the Volusia County Council.

Members are appointed for two-year terms beginning October 1, 2024 and every two years thereafter. The County and each City may also appoint an alternate member, who may participate in the same manner as a primary appointed member in the event that member is absent from a noticed public hearing. The alternate member is subject to the same duties and responsibilities, including subject to the Sunshine Law and Open Records requirements, as the appointed member. The composition of the Advisory Board shall also accord with rules and guidance of the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds (“Agreement”) and the State Memorandum of Understanding (“MOU”) and in the event of any conflict between these Bylaws and the Agreement and MOU, the Agreement and MOU shall take precedence and these Bylaws shall be promptly amended.

### **SECTION 3.02 OFFICERS**

At the first meeting of the Advisory Board in any fiscal year, the Advisory Board shall elect from their own membership a Chairperson and a Vice-Chairperson. The Chairperson shall preside over meetings of the Advisory Board and shall forward applicable actions taken by the Advisory Board to the Volusia County Council for whatever action the Advisory Board deems appropriate. In absence of the Chairman or in the event of his or her inability to act, the Vice-Chairman shall exercise all powers and duties of the Chairman. The terms of office for all officers shall begin upon election and terminate at the time successors are elected at first meeting of a new fiscal year. Any officer may be re-elected for the same office and may serve consecutive terms as, if so elected. A vacancy in any office may be filled by the Advisory Board at any regular meeting.

### **ARTICLE IV. FUNCTIONS AND RESPONSIBILITIES.**

The Advisory Board shall act, at all times, in accordance with the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds as entered into on January 26, 2022, and shall have those power, duties, functions, and responsibilities set forth therein.

The Advisory Board shall, without limitation, further the goals in the Opioid Abatement Funding Advisory Board Priority List, as reflected in Schedules A and B in the Interlocal Agreement and generally, but not limited to:

- (a) Assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional Funds and the purposes for which Regional Funds may be used.
- (b) Provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs
- (c) Combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids.
- (d) Provide or contract to provide substance abuse, prevention, recovery, and/or treatment services to citizens in Volusia County.
- (e) Enhance or supplement any current programs and policies for the abatement of opioid, including but not limited to: carrying Narcan by law enforcement officers, first responders, and corrections officers.
- (f) Provide pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system.
- (g) Use data driven abatement programs based upon community impacts without regard to governmental jurisdictional boundaries.
- (h) Review and consider data provided by the Opioid Task Force.

## **ARTICLE V. MEETINGS.**

#### **SECTION 5.01. SCHEDULE.**

The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum. Not less than three (3) days notice shall be given for all regular meetings and not less than forty-eight (48) hours' notice shall be given for all special meetings of the Advisory Board. Meetings shall be accessible, noticed, and open to the public in accordance with Florida law.

#### **SECTION 5.02. NOTICE.**

Except as otherwise stated herein, meetings of the Advisory Board shall be noticed to the public in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council are noticed. All meetings shall be open to the public and news media. Advisory Board members shall not discuss matters with each other outside of a public meeting that are related to their duties and functions as members of the board, all in accordance with Section 286.011, Florida Statute.

#### **SECTION 5.03. QUORUM.**

A majority of the members of the Advisory Board shall constitute a quorum for the transaction of any business at any meeting of the Advisory Board.

#### **SECTION 5.04. VOTING.**

Each member of the Advisory Board will have an equal vote, assuming a quorum is present. Except as otherwise stated in these Bylaws, an affirmative vote on an issue or decision is by a simple majority of the voting members in attendance at any Advisory Board meeting. So long as there is a quorum physically present, the present members may allow a member to participate and vote by teleconferencing or other technological means if in their good judgement that member is unable to attend due to extraordinary circumstances.

#### **SECTION 5.05. MINUTES.**

Minutes shall be kept in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council.

#### **SECTION 5.06. PROCEDURE.**

Except as otherwise provided in these Bylaws, Roberts Rules of Order latest edition shall be followed at all meetings.

#### **ARTICLE VI. REVISION OF BYLAWS.**



The Advisory Board shall review these Bylaws from time to time and update them as needed. The Bylaws may be revised by an affirmative vote of at least two-thirds of the Advisory Board members present at a regular or special meeting of the Advisory Board, provided that a copy of the proposed revisions are furnished to every member of the Advisory Board no fewer than three (3) business days prior to the meeting at which a vote to revise is taken. For the purposes of these Bylaws, the term "business day" means any weekday (to exclude Saturday and Sunday) that is not designated as a work holiday by the County of Volusia.

**ARTICLE VII. GOVERNING LAWS.**

The laws of the State of Florida shall govern the bylaws.

Bill Pentington Vice Chair  
for Danny Robins, Chair

Attest: Alex Fox - Special Projects Coordinator  
County of Volusia

Michael Fox



**Meeting Date:** 2/20/2025

**Agenda Item:** 12-A

## **Report to Town Council**

**Topic:** Consideration of Town donation to the Volusia Tax Collector's "Kids Tag Art" 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: February 12, 2025  
 Subject: Consideration of Town donation to the Volusia Tax Collector's Kids Tag Art program

**Meeting Date:** February 20, 2025

At its January 16, 2025 meeting, the Town Council heard a presentation from Volusia County Tax Collector Will Roberts and Holly Smith, Public Affairs Administrator for the Tax Collector's office about the Kids Tag Art Program. This program raises money through a student art contest to design vanity license plates. Sales of the winning plate designs are used to support arts education in participating public schools. Mr. Roberts and Ms. Smith are seeking sponsors for the program, and asked the Town Council to contribute however it deems appropriate. After hearing the presentation, the Council requested staff to bring the item back at a future meeting for consideration. Additional information about the program is provided with Ms. Smith's original letter of request to the Mayor in **Attachment "A."** The program's sponsorship packet is provided as **Attachment "B."**

The Town Council adopted an official policy for charitable donations in 2008, via Res. 2008-02 (see **Attachment "C"**). Pursuant to this policy, the Town's Legislative operating budget includes \$1,000 each year for miscellaneous donation requests such as this. The policy stipulates that:

- 75-80% of budgeted funds will go toward human/animal services;
- 20-25% of budgeted funds will go toward cultural/recreational opportunities;

Should the Council agree to provide a donation to this program, the amount should not exceed \$750, given the official donation ratio requirements and available funds. According to the sponsorship packet, a donation of this amount would be in the "Silver Sponsor" category, which comes with:

- Award of Distinction tag display in your place of business.
- Your business name listed as a sponsor on the Kids Tag Art webpage [www.vctaxcollector.org/art](http://www.vctaxcollector.org/art) for the school year.
- Recognition on Tax Collector Facebook page during Kids Tag Art promotional period coinciding with the school year.

Any donation over \$750 would need to be included in next year's budget, unless the Council directs money to be transferred this year from another account.

In addition to a monetary donation, the Town can also share information about this program on our social media accounts.

Action on this request is at the Council's discretion.

Attachments

- A. Letter of request from Holly Smith, 11-19-2024
- B. Tag Art program Sponsorship Packet
- C. Ponce Inlet charitable donation policy, Res. 2008-02

## ATTACHMENT "A"

**Subject:**Per our discussion yesterday: Kids Tag Art 'lighthouse' plate and program details

**Date:**Tue, 19 Nov 2024 17:00:18 +0000

**From:**Holly Smith <[HollySmith@vctaxcollector.org](mailto:HollySmith@vctaxcollector.org)>

**To:**PI 5 - Paritsky, Lois <[lparitsky@ponce-inlet.org](mailto:lparitsky@ponce-inlet.org)>

Dear Mayor Paritsky,

It was a pleasure to see you at yesterday's Elected Officials Roundtable meeting. Thank you for your interest in the student-designed lighthouse plate. We thought of you and the Town as soon as we saw it!

That student-designed plate was created as part of the Kids Tag Art program. The program is an exciting opportunity for the Town of Ponce Inlet to make a lasting impact on our community, support arts education, and further strengthen its commitment to public schools in Volusia County. Even though the Town does not have an elementary school within its boundaries, Ponce Inlet youth are zoned for RJ Longstreet Elementary school, which is participating in the program this year. Therefore, your youngest residents will benefit from this year's fundraising efforts.

### **Support Our Schools and the Arts**

Each year, Volusia County Schools allocates a modest budget per art teacher to cover basic supplies like paper and crayons for the entire school year. Unfortunately, this amount is not enough to meet the needs of all students, leading to challenges in providing comprehensive arts instruction. Arts education is vital in developing critical thinking and problem-solving skills that prepare our students for future success.

For participating schools such as RJ Longstreet, this program not only offers valuable lessons in the arts and Florida's specialty license plate program but also raises essential funds through community sponsorships.

### **How the Town of Ponce Inlet Can Help**

We invite the Town to join other local municipalities in supporting the Kids Tag Art program. Several cities with participating schools have already signed on, or are planning to do so, and your support would ensure that our students receive the resources they need for a robust arts education. Here's how your sponsorship can make a difference:

1. **Community Impact:** Your support will directly benefit RJ Longstreet Elementary and other participating schools by providing additional funding for art supplies and enriching students' educational experiences.
2. **Civic Engagement:** As a Gold sponsor, a Town of Ponce Inlet representative may participate in the end-of-the-year awards ceremony to present the Town's award to a Kids Tag Art student.
3. **Recognition:** The Town's support will be acknowledged in a Facebook post and on the Kids Tag Art website, aligning the Town with a program that celebrates creativity and community spirit.

### **Join Us in Making a Difference**

The Kids Tag Art program has garnered significant interest and enthusiasm at community events across Volusia County, and we believe your town's participation will have a positive and lasting impact. Your sponsorship will help ensure that arts education remains a priority, giving our students the tools they need to thrive.

The [sponsorship packet is online](#) for your review.

Thank you for considering this meaningful opportunity to support arts education in our community. We look forward to the possibility of partnering with the Town of Ponce Inlet for the Kids Tag Art program.

Also if you still have your eye on that lighthouse plate, you can purchase it online at [vctaxcollector.org/buyplates](http://vctaxcollector.org/buyplates).

Sincerely,  
Holly Smith, MA, CPM  
Public Affairs Administrator  
Office of Will Roberts - Tax Collector  
123 W. Indiana Ave., Room 103  
DeLand, FL 32720  
Ext. 16658  
**(386) 626-6658**  
Web: [vctaxcollector.org](http://vctaxcollector.org)  
Online services: [vctaxcollector.org/online](http://vctaxcollector.org/online)  
[Take our survey!](#)



Any email or attachment sent to or received from this email address may be considered a "public record" as defined by Chapter 119, Florida statutes and is subject to disclosure as a public record in absence of an exemption established by law.



Dear Community Leader,

The Volusia County Kids Tag Art program is expanding to 11 public schools across the county! Kids Tag Art (KTA) is a school fundraising program that inspires fifth grade art students to design their own specialty license plates. KTA teaches students about the practical application of license plate art and how Florida's 100+ specialty license plates support worthy causes.

Each year as a part of the art curriculum, nearly 1,000 participating students will design a specialty plate. The plates created will be available for sale, providing additional funding for elementary classroom art programs.

To further help fund our local school's art programs and foster creativity in our youth, we are asking community champions like you to join our team. All net proceeds from sales and sponsorships will go directly to the participating schools.

You and your business are invited to sponsor Kids Tag Art for the upcoming 2024-2025 school year. After reviewing the information enclosed, I know you will agree that the positive exposure for your company is an outstanding opportunity.

If you have questions, please contact Emily Mastrantonio, KTA program specialist, at [emastrantonio@vctaxcollector.org](mailto:emastrantonio@vctaxcollector.org) or 386-507-9355.

Thank you for considering a Kids Tag Art sponsorship!

Sincerely,



Will Roberts, Volusia County Tax Collector

**Volusia County Kids Tag Art**  
**Sponsorship Benefits for 2024-2025 School Year**

**Platinum Sponsor**

**\$3,000**

- Your logo prominently displayed on the bottom of ALL student artwork printed tags. This will provide exposure to all recipients of purchased tags, at community events where tags are displayed, and via the tag displays in the tax collector branches
- First choice to select student artwork for your Sponsor's Choice Award
- Framed Sponsor's Choice Award Tag for display in your company's place of business
- Your business name listed as a sponsor on the Kids Tag Art webpage [vctaxcollector.org/art](http://vctaxcollector.org/art) for the school year
- Recognition in press releases
- Recognition on Tax Collector Facebook page during Kids Tag Art promotional period\*

**Gold Sponsor**

**\$1500**

- Select student artwork for your company's Sponsor's Choice Award
- Framed Sponsor's Choice Award Tag for display in your company's place of business
- Your business name listed as a sponsor on the Kids Tag Art webpage [vctaxcollector.org/art](http://vctaxcollector.org/art) for the school year
- Recognition in press releases
- Recognition on Tax Collector Facebook page during Kids Tag Art promotional period\*

**Silver Sponsor**

**\$750**

- Award of Distinction tag display in your place of business
- Your business name listed as a sponsor on the Kids Tag Art webpage [vctaxcollector.org/art](http://vctaxcollector.org/art) for the school year
- Recognition on Tax Collector Facebook page during Kids Tag Art promotional period\*

**Bronze Sponsor**

**\$250**

- Your business name listed as a sponsor on the Kids Tag Art webpage [vctaxcollector.org/art](http://vctaxcollector.org/art) for the school year
- Recognition on Tax Collector Facebook page during Kids Tag Art promotional period\*

\* The 12-month promotional period begins annually in August to coincide with the new school year.





**Kids Tag Art Volusia County Sponsorship Form**  
**2024–2025 School Year**

**Sponsor Information**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Contact

\_\_\_\_\_  
Contact Email Address

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Mailing Address                      City        /        State        /        Zip Code

**Sponsorship Level (Select One)**

\_\_\_\_\_ \$3,000 Platinum

\_\_\_\_\_ \$1,500 Gold

\_\_\_\_\_ \$750 Silver

\_\_\_\_\_ \$250 Bronze

**Please mail checks made payable to\*:**  
FUTURES Foundation for Volusia County Schools  
3750 Olson Dr.  
Daytona Beach, FL 32124

\*Please include this completed form with your sponsorship.



RESOLUTION 2008-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, VOLUSIA COUNTY, FLORIDA, ADOPTING A POLICY REGARDING CHARITABLE DONATION REQUESTS; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ponce Inlet Town Council recognizes the direct and indirect benefits of certain agencies who provide human/animal services and cultural/recreational opportunities to the community as a whole; and

WHEREAS, the Ponce Inlet Town Council allocates funds annually for donations to agencies whose primary focus is to provide human/animal services and cultural/recreational opportunities; and

WHEREAS, the Ponce Inlet Town Council has determined that a formal policy should be established to set-forth the criteria and the timelines for consideration of requests for donations so that a fair and equitable distribution will be maintained amongst those agencies determined to be most beneficial to the community.

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

**SECTION 1.** The Ponce Inlet Charitable Donations Policy is hereby adopted as follows:

- A. The Town Council will strive to adopt a budget which incorporates an amount not to exceed three percent (3%) of the annual legislative operating budget for distribution to approved agencies.
- B. All donation requests must be addressed to the Town Manager and received no later than June 1<sup>st</sup>. These requests will be considered for the following budget year beginning with the budget for fiscal year 2008/2009.
- C. All donation requests which are regionally submitted must include a requested amount which is based upon a per capita formula.
- D. All donation requests must include a list of the agency's other funding sources. Requests exceeding \$2,000 must also include a summary report showing a breakdown of the agency's income and expenditures.
- E. Donation requests will be prioritized for consideration based upon the following criteria:
  - 1) Seventy-five to eighty percent (75-80%) of budgeted funds will be available for human/animal services;
  - 2) Twenty to twenty-five percent (20-25%) of budgeted funds will be

- 47 available for cultural/recreational opportunities;  
 48 3) Priority will be given to those agencies which serve a quasi-  
 49 government function (those who provide a service which preempts  
 50 the need for government involvement);  
 51 4) Priority will be give to those agencies which meet a local need  
 52 (Volusia County).

53  
 54 **SECTION 2.** All resolutions in conflict herewith are hereby repealed to the extent of  
 55 such conflict.

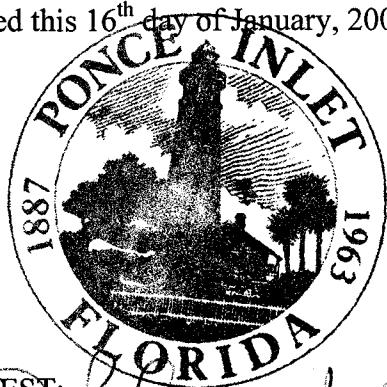
56  
 57 **SECTION 3.** If any section, sentence, clause or phrase of this resolution is held to be  
 58 invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no  
 59 way affect the remaining portion of this resolution.

60  
 61 **SECTION 4.** This resolution shall take effect immediately upon adoption.

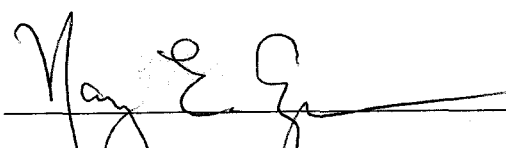
62 It was moved by Councilmember Goudie and seconded by Councilmember Sturno that  
 63 said Resolution be adopted. A roll call vote of the Town Council on said motion resulted  
 64 as follows:

65	Mayor Epps, Seat #1	Yes
66	Councilmember Goudie, Seat #2	Yes
67	Vice-Mayor McCormick, Seat #3	Yes
68	Councilmember Hinson, Seat #4	Yes
69	Councilmember Sturno, Seat #5	Yes

70 Passed this 16<sup>th</sup> day of January, 2008.



71 Town of Ponce Inlet, Florida

72  
 73   
 74 Nancy E. Epps, Mayor

75 ATTEST:  
 76 

77 Cassandra Esposito Blissett,  
 78 Town Manager/Town Clerk



**Meeting Date:** 2/20/2025

**Agenda Item:** 13-A

## **Report to Town Council**

**Topic:** Cost-participation agreement with Harbour Village CSA for public-access dune walkover.

**Summary:** Please see attached staff report and supporting documents.

**Suggested motion:** Staff recommends approval of the Harbour Village dune walkover cost-participation agreement, as endorsed and budgeted by the Town Council.

**Requested by:** Mr. Lear, Planning & Development Director

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



**MEMORANDUM**

**TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT**

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

To: Michael, E. Disher AICP, Town Manager  
From: Darren Lear, AICP, Planning & Development Director  
Date: February 6, 2025  
Subject: Harbour Village dune walkover cost participation agreement

---

**MEETING DATE:** February 20, 2025

---

1  
2 The Harbour Village Beach Club was constructed in the mid- to late-2000s and includes a club  
3 hall, parking area, swimming pool and the dune walkover (**Attachment 1**). Pursuant to the Third  
4 Amendment to the Development Agreement for the Harbour Village Golf and Yacht Club PUD,  
5 dated July 25, 1986 and as amended December 13, 1993 and March 20, 1996, “The dune easement  
6 and walk-over shall be constructed at the expense of the Developer and shall be for the use of  
7 Ponce Inlet residents only.”

8  
9 During the 2022 hurricane season, the dune walkover suffered considerable damage during that  
10 season’s storms. Given that the dune walkover is open to the public and not just Harbour Village  
11 residents, the Harbour Village Golf & Yacht Club Community Service Association (CSA) is  
12 requesting cost participation from the Town for repairs to the walkover.

13  
14 This request was discussed by the Town Council and approved on August 22, 2024, with the  
15 stipulation that the total cost to the Town shall not exceed \$22, 987.50 and that signage will be  
16 installed indicating that the walkover is publicly accessible. These funds were subsequently  
17 included in the Town’s FY 24-25 budget approved via Ordinance 2024-05.

18  
19 The cost participation agreement has been approved by legal consultants for both parties as to legal  
20 form and content and is now ready for execution. All necessary revisions and clarifications have  
21 been made to ensure compliance with applicable regulations, and both parties agree on the terms  
22 outlined within the document. Some of the key points of this agreement include, but are not limited  
23 to:

- 24 • The CSA shall hold harmless, indemnify and defend the Town and its agents against any  
25 claim, action, loss, damage, injury, liability, cost and expense of any kind;
- 26 • The CSA hereby agrees that all future repairs and the maintenance of the dune walkover  
27 which may be required are the full and sole responsibility of the CSA, its successors and  
28 assigns. The Town shall not bear any responsibility with respect to the repair and  
29 maintenance of the dune walkover located on the Property;

- 30           • The Town will provide an amount not to exceed \$22,987.50 towards the total project cost,  
31           to be paid in full upon issuance of a Certificate of Completion for the project.

32

33 The permit application has not yet been submitted to the Town.

34

35 **Recommendation**

Staff recommends **approval** of the Harbour Village dune walkover cost participation agreement, as endorsed and budgeted by the Town Council.

Enclosures:

Location map

Dune Walkover Cost Participation Agreement

LOCATION MAP



**Prepared by and Return to:**  
Clifford B. Shepard, Esq.  
Shepard, Smith, Hand, & Brackins, P.A.  
2300 Maitland Center Parkway, Suite 100  
Maitland, Florida 32751

## **DUNE WALKOVER COST PARTICIPATION AGREEMENT**

**THIS DUNE WALKOVER COST PARTICIPATION AGREEMENT** (the “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **HARBOUR VILLAGE GOLF AND YACHT CLUB COMMUNITY SERVICES ASSOCIATION**, a Florida not-for-profit corporation (“**Owner**”) and **THE TOWN OF PONCE INLET**, a Florida municipal corporation, (the “**Town**”) (**Owner** and the **Town** are collectively referred to as the “**Parties**” and individually as a “**Party**”).

### **WITNESSETH:**

**WHEREAS**, Owner is the owner in fee simple of the real property which is the subject of this Agreement as described in Exhibit A and more particularly described in Exhibit B, both of which are attached hereto and incorporated herein by reference; and

**WHEREAS**, the dune walkover lies within the jurisdictional limits of the Town; and

**WHEREAS**, the Harbour Village PUD Development Agreement as amended requires the dune walkover to be open to the residents of Ponce Inlet and by extension the public; and

**WHEREAS**, the Town Council finds that the dune walkover provides a public benefit by improving pedestrian access to and from the beach, and promoting both safety and convenience for both residents and visitors; and

**WHEREAS**, the Town Council finds that entering into this cost-participation agreement with Owner is in the best interest of the Town of Ponce Inlet’s residents and visitors’ welfare, health, and safety.

**NOW, THEREFORE**, in consideration of the premises, the Town and Owner hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions**. Unless defined elsewhere within this Agreement, the terms set forth below shall have the following meanings when used in this Agreement:

2.1. **Contribution** – shall refer to the maximum payment amount by the Town to the Owner’s Agent of \$22,987.50 towards the cost of the project.

2.2. **Owner** – shall refer to **HARBOUR VILLAGE GOLF AND YACHT CLUB COMMUNITY SERVICES ASSOCIATION**, a Florida not-for-profit corporation.



2.3. Parcel – shall refer to any portion of the Property on which the Project area sits within the Town’s jurisdictional limits.

2.4. Project – shall refer to the repair of the dune walkover which is the subject of the Agreement, and owned by Owner in fee simple.

2.5. Project Area – shall refer to certain property shown on the project location map identified as composite Exhibit “A” and more particularly described in composite Exhibit “B,” both of which are attached hereto and incorporated herein by reference.

2.6. Project Cost – shall refer to the total cost of the repair of the dune walkover incurred by Owner.

2.7. Property - shall refer to certain property shown on the project location map identified as composite Exhibit “A” and more particularly described in composite Exhibit “B”, both of which are attached hereto and incorporated herein by reference.

2.8. Town – shall refer to the **TOWN OF PONCE INLET**, a Florida municipal corporation.

3. **Dune Walkover.** Owner’s Agent shall be solely responsible for and shall complete the design, engineering, permitting and construction of the dune walkover. Prior to the Town’s payment of the Contribution Amount as herein defined, Owner will obtain a final Certificate of Completion from the Town.

4. **Contribution Amount.** As a one-time cost-participation contribution, the Town will provide an amount not to exceed \$22,987.50 towards the total project cost, to be paid in full upon issuance of a Certificate of Completion for the project. All duties, responsibilities and obligations assigned to or undertaken by the Owner shall be at the Owner’s expense without change in the contribution amount. Should any modifications, changes or delays, including, but not limited to a modification of the plan, change of the project’s contractors, or unforeseen circumstances which are cause for delay, result in additional costs, these additional costs are the sole responsibility of Owner. This contribution does not place any rights, responsibilities, or obligations on the Town for the repair and/or maintenance of the easement area or the dune walkover.

5. **Grant of Easement.** Owner shall grant to the Town and the public, the perpetual right, privilege and non-exclusive easement to use the dune walkover located upon the Property for the purpose of pedestrian traffic, subject to all applicable laws and regulations. Prior to Town fulfilling its obligations under this Agreement to Owner, Owner shall execute a grant of easement, in recordable form to be approved by the Town, specifically granting to the Town the above rights. Owner shall take no action regarding the dune walkover or the Town’s easement that unreasonable interferes with the rights granted herein. This grant of easement does not place any rights, responsibilities, or obligations on the Town for the repair and/or maintenance of the easement area or the dune walkover.

6. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the legal representations, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become the successor in interest to the Property or any parcel.

7. **Sign Postage.** Owner shall post one sign at each end of the dune walkover, amounting to two (2) signs total. The signs must be posted in a conspicuous manner and include the language “Open to the Public” to indicate to that the dune walkover is accessible to the public. The signs shall be posted in any manner and medium provided by applicable state law and pursuant to the Town’s code of ordinances.

8. **Future Repairs and Maintenance.** Owner hereby agrees that all future repairs and the maintenance of the dune walkover which may be required are the full and sole responsibility of Owner, its successors and assigns. The Town shall not bear any responsibility with respect to the repair and maintenance of the dune walkover located upon the Property.

9. **Insurance.** Owner shall not commence any work under this Agreement until it has obtained liability insurance in the types and amounts as set forth in Exhibit “C,” attached hereto and incorporated herein. Owner must provide the Town with Certificates of Insurance naming the Town as an additional insured prior to the commencement of any work under this Agreement.

10. **Indemnification.** In special consideration of the Town’s contribution to the project’s costs, the sufficiency of which is hereby acknowledged, Owner agrees as follows:

Owner shall hold harmless, indemnify and defend the Town and its agents against any claim, action, loss, damage, injury, liability, cost and expense of any kind, including, but not limited to attorney’s fees and court costs, related to and arising out of injury to persons, including death or damage to property to property, which arise out of or are incidental to this Agreement. Such indemnification shall exist whether such injury is due to or caused by the negligence of the Town or otherwise, excluding where the Town acts in bad faith, with malice, or willfully.

12. **Notice.** Any notice or other communication permitted or required to be given hereunder by one Party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by electronic transmission with proof of electronic transmission retained by the sending Party, or (iii) sent by reputable private courier service (*e.g.*, Federal Express, Express Mail, Air borne, United Parcel Service, or Emery Air), or (iv) mailed by registered or certified U.S. mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party, to wit:

**As to Owner:**

Harbour Village Golf and  
Yacht Club Community Service Association  
Attn: President, Rick Gray  
Attn: Vice President, Jeff Wilner  
4622 Links Village Drive,  
Ponce Inlet, FL 32127

With a Copy to:

Wright & Casey, P.A.  
Attn: Erin E. Wollett, Esq.  
340 N. Causeway,  
New Smyrna Beach, FL 32169  
Phone: (386) 428-3311  
Email: [ewollett@surfcoastlaw.com](mailto:ewollett@surfcoastlaw.com)

**As to the Town:**

The Town of Ponce Inlet  
4300 South Atlantic Avenue,  
Ponce Inlet, FL 32127  
Phone: 386-236-2150  
Email: [kcherbano@ponce-inlet.org](mailto:kcherbano@ponce-inlet.org)

**With a Copy to:**

Clifford, B. Shepard, Esq., *Town Attorney*  
Shepard, Smith, Hand, & Brackins, P.A.  
2300 Maitland Center Parkway, Suite 100,  
Maitland, FL 32751  
Phone: (407) 622-1772  
Email: [cshepard@shepardfirm.com](mailto:cshepard@shepardfirm.com)

13. **Limitations of Remedies.** The Town and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

13.1. Limitations on the Town's remedies. Upon any failure by Owner or Owner's Agent to perform its obligations under this Agreement, the Town shall be limited strictly to only the following remedies:

- (a) action for damages; or
- (b) action for declaratory judgment regarding the rights and obligations of the Town or Owner; or
- (c) any combination of the foregoing.

13.2. Limitations on Owner's remedies. Upon any failure by Town to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (a) action for specific performance or injunction; or
- (b) action for declaratory judgment regarding the rights and obligations of the Town or Owner; or
- (c) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for any type of relief or default under this Agreement by the other. Both Parties expressly agree that each Party shall bear its cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida.

14. **Fully Integrated Agreement.** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

15. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Volusia County, Florida, within thirty (30) days after the Effective Date.

16. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

17. **Further Documentation.** The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transactions contemplated hereby.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**TOWN OF PONCE INLET, FLORIDA**

By: Ponce Inlet Town Council

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

Lois A. Paritsky, Mayor

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

ATTEST: Kim Cherbano  
As Clerk of the Town of Ponce Inlet

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

Town Clerk

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by Lois Paritsky, as Mayor of the TOWN OF PONCE INLET, FLORIDA, a Florida municipal corporation, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed name)  
Commission No.  
Expires

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Witnesses:

“Owner”

**HARBOUR VILLAGE GOLF AND YACHT CLUB COMMUNITY SERVICES ASSOCIATION,**  
a Florida not for profit organization

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Print Name: Rick Gray

Title: President

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by Rick Gray, as President of HARBOUR VILLAGE GOLF AND YACHT CLUB COMMUNITY SERVICES ASSOCIATION, a Florida not for profit organization, who is  personally known to me or  has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed name)

Commission No.

Expires



**Meeting Date:** 2/20/2025

**Agenda Item:** 13-B

## **Report to Town Council**

**Topic:** Special Magistrate agreement for Code Enforcement services.

**Summary:** Please see attached staff report and supporting documents.

**Suggested motion:** Staff recommends approval of the Special Magistrate Services Agreement with Vose Law Firm, LLP and authorization for the Mayor to execute the agreement.

**Requested by:** Mr. Lear, Planning & Development Director

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



**MEMORANDUM**

**TOWN OF PONCE INLET, PLANNING AND DEVELOPMENT DEPARTMENT**

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

To: Michael E. Disher, AICP, Town Manager  
From: Darren Lear, AICP, Planning & Development Director  
Date: February 13, 2025  
Subject: Special Magistrate Services Agreement

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**MEETING DATE:** February 20, 2025

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1 During the Town Council meeting on July 18, 2024, the Council directed staff to move forward  
2 with transitioning from the current code enforcement process using an appointed volunteer board  
3 to one using a Special Magistrate. To facilitate this change, amendments to the Code of Ordinances  
4 and the Land Use and Development Code were approved on November 21, 2024<sup>1</sup>.

5  
6 A Request for Qualifications (RFQ) was advertised on December 18, 2024, and by the January 6,  
7 2025, closing date, two bids had been submitted. Town Council held a special meeting on February  
8 12, 2025, to review the RFQ respondents, and approved Vose Law Firm, LLP for special  
9 magistrate services.

10  
11 The Agreement is for a term of two (2) years and may be extended for an additional two-year  
12 period by mutual written consent of both parties or terminated by either party with sixty (60) days'  
13 notice. The Agreement has been reviewed by the Town Attorney for legal form and content and  
14 has been approved by the chosen law firm.

15  
16 **Recommendation**

17 Staff recommends **approval** of the Special Magistrate Services Agreement with Vose Law Firm,  
18 LLP as approved by Town Council and authorization for the Mayor to execute the agreement.

19  
20 Attachment:

- 21 • Special Magistrate Services Agreement

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<sup>1</sup> Ordinances 2024-07 and 2024-08, adopted 11-21-24





# Town of Ponce Inlet

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

## **SPECIAL MAGISTRATE SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **Town of Ponce Inlet**, a Florida municipal corporation, with administrative offices located at 4300 South Atlantic Avenue, Ponce Inlet, Florida 32127 (the “**TOWN**”), and Attorney \_\_\_\_\_ from the firm of \_\_\_\_\_, with administrative offices at \_\_\_\_\_, Florida \_\_\_\_\_, (the **SPECIAL MAGISTRATE**).

**PURPOSE.** This Agreement is to provide for the services of a **SPECIAL MAGISTRATE** for code enforcement to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances within the Town where a pending or repeated violation continues to exist.

**SCOPE OF SERVICES.** The **SPECIAL MAGISTRATE** is appointed by and serves at the pleasure of the Town Council. The **SPECIAL MAGISTRATE** shall have the same status, powers and duties as a Code Enforcement Board as prescribed in Chapter 162, Part I, Florida Statutes, as amended, and may have such additional duties as provided by law or ordinance.

**TERMS OF THE AGREEMENT.** The initial term of this Agreement shall be two (2) years from the date entered on Page 1 above and may be extended for an additional two-year term upon written agreement by both parties. All extensions must be executed by both parties prior to the expiration date of the agreement or most recent renewal. The Agreement can be cancelled, without notice or cause, at any time immediately upon simple majority vote of the Town Council. If the **SPECIAL MAGISTRATE** desires to terminate this Agreement, he or she may do so by giving the **TOWN** no less than sixty (60) days written notice. The Town Council may waive the sixty-day notice requirement.

**ETHICS.** The **SPECIAL MAGISTRATE** shall be governed by the Code of Ethics (Chapter 112, Florida Statutes) and the Rules of Professional Conduct of the Florida Bar.

**SEVERABILITY.** If any term, paragraph or provision of this Agreement or its application to any circumstances shall be deemed invalid or unenforceable, the remainder of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

### **FLORIDA PUBLIC RECORDS LAW.**

**Pursuant to Section 119.0701, Florida Statutes, the SPECIAL MAGISTRATE shall comply with all applicable Public Records laws, and shall:**

- A. Keep and maintain public records required by the **TOWN** to perform the services identified in this Agreement.
- B. Upon request from the **TOWN**'s custodian of public records, provide the **TOWN** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **SPECIAL MAGISTRATE** does not transfer the records to the **TOWN**.
- D. Upon completion of the contract, transfer, at no cost, to the **TOWN** all public records in possession of the **SPECIAL MAGISTRATE** or keep and maintain public records required by the **TOWN** to perform the service. If the **SPECIAL MAGISTRATE** transfers all public records to the **TOWN** upon completion of the contract, the **SPECIAL MAGISTRATE** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the **SPECIAL MAGISTRATE** keeps and maintains public records upon completion of the contract, the **SPECIAL MAGISTRATE** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **TOWN**, upon request from the **TOWN**'s custodian of public records, in a format that is compatible with the information technology systems of the **TOWN**.

**IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIM CHERBANO, TOWN CLERK, AT 4300 SOUTH ATLANTIC AVENUE, PONCE INLET, FL 32127, OR VIA EMAIL AT [KCHERBANO@PONCE-INLET.ORG](mailto:KCHERBANO@PONCE-INLET.ORG).**

Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**COMPENSATION.** The **TOWN** reserves the right to utilize lump-sum or hourly rate compensation, at the hours rate compensation set forth in Exhibit "1." The Town's obligation to pay the **SPECIAL MAGISTRATE** under this Agreement is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Section 218.70 through 218.79, Florida Statutes, as amended. The **SPECIAL MAGISTRATE** shall be paid compensation for all services, labor, and material required thereby.

The **SPECIAL MAGISTRATE** shall submit a monthly invoice to the **TOWN** for professional services rendered and expenses incurred to date of the statement. There is no minimum fee guaranteed during the Agreement period.

**INSURANCE REQUIREMENTS.** The **SPECIAL MAGISTRATE** shall procure and

maintain the insurance listed below during the life of the agreement. The insurance policies shall be written on forms acceptable to the **TOWN** and placed with insurance carriers having a financial strength of "A, VII" as rated by A.M. Best, and approved and licensed by the Insurance Department of the State of Florida.

***Workers' Compensation:*** The **SPECIAL MAGISTRATE** shall supply proof of coverage to apply for all his or her employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 for each accident; \$100,000 for each employee and \$500,000 policy limit for disease. Waiver of Subrogation in favor of the **TOWN** is required.

***Professional Liability Insurance:*** The **SPECIAL MAGISTRATE** shall purchase and maintain professional liability or malpractice or errors and omissions insurance with a minimum \$1,000,000 per occurrence, with a \$2,000,000 policy-term aggregate. If claims-made coverage is provided, coverage must apply during the entire Agreement term and for three (3) years following expiration or termination.

A Certificate of Insurance is to be issued to the **TOWN** and current certificates are required to be on file during the term of the Agreement. All policies must provide at least ten (10) days' notice of non-renewal or cancellation to the **TOWN**. If policies do not contain such a provision, the **SPECIAL MAGISTRATE** shall be responsible for providing such notice directly to the **TOWN**. All certificates of insurance must be on file with and approved by the **TOWN** before commencement of any work activities under this Agreement.

The **SPECIAL MAGISTRATE** shall be solely responsible for payment of all premiums for insurance. All deductibles related to the above-mentioned policies are to be the responsibility of the **SPECIAL MAGISTRATE**. Insurance is considered primary for any loss, regardless of any insurance maintained by the **TOWN**. The **SPECIAL MAGISTRATE** is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or proportion of any loss that is not covered by any available insurance policy.

The **TOWN** shall retain the right to review and modify, at any time, coverages, forms, and amounts of insurance.

**REGULATIONS.** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

**AMENDMENT.** The **SPECIAL MAGISTRATE** understands and agrees that this Agreement constitutes the sole and complete understanding between the parties and supersedes all other or prior agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to the resolution or contract is enforceable, unless agreed to in writing by both parties and incorporated into an amendment to this Agreement.

**ASSIGNMENT OR SUBCONTRACTING.** The **SPECIAL MAGISTRATE** shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in it

(whether by assignment, subcontract or otherwise) without the prior written consent of the **TOWN**.

**LIABILITY OF SPECIAL MASTER.** The **SPECIAL MAGISTRATE** shall indemnify and hold harmless the **TOWN**, its councilmembers, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorney fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorney fees), to the extent caused by the negligence, recklessness, or wrongful conduct of the **SPECIAL MAGISTRATE**, or his/her attorneys, officers, employees, agents, and other persons employed or utilized by the **SPECIAL MAGISTRATE** in the performance of or the failure to perform this Agreement.

In the event of a claim, the **TOWN** shall promptly notify the **SPECIAL MAGISTRATE** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in this Agreement.

The **TOWN** shall provide available information and assistance that the **SPECIAL MAGISTRATE** may reasonably require regarding any such claim. The agreement for indemnification shall survive termination or completion of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the **TOWN**, as set forth in Florida Statutes, Section 768.28.

**IN WITNESS WHEREOF**, the parties to this Agreement for the provision of legal services to the Town of Ponce Inlet have caused the same to be signed by their duly authorized representatives on the dates indicated below.

**SPECIAL MAGISTRATE**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Title: Attorney

Dated: \_\_\_\_\_

**TOWN OF PONCE INLET**

FOR THE TOWN COUNCIL:

ATTEST:

By: \_\_\_\_\_  
(Signature)

Name: Michael E. Disher  
Title: Town Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Lois A. Paritsky  
Title: Mayor

Dated: \_\_\_\_\_



**Meeting Date: 2/20/2025**

**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: February 13, 2025  
Subject: Town Manager's Report

**MEETING DATE:** February 20, 2025

1. County Council meeting on 02-04-25:
  - [Item F](#) – Proclamation for Jim Hinson Day - February 20, 2025. Requested by Volusia County Council Vice Chair and District 2 Member Matt Reinhart to honor the late veteran and Ponce Inlet community activist.
  - [Item 5](#) – Environment and Natural Resources Advisory Committee (ENRAC) 2024 Annual Report and 2025 Workplan.
  - [Item 8](#) – Ordinance 2025-07, Prohibition of public camping or sleeping within County buildings or public property, and public rights of way.
2. Special County Council meeting on 2-11-25 addressing stormwater issues:
  - [Memo from County Manager](#) – progress update on stormwater-related tasks assigned at 01-14-25 special County Council meeting.
  - [Item 01](#) – Ordinance 2025-06. Division 8 Stormwater Management Amendments.
  - [Item 02](#) – Ordinance 2025-02 Large-Scale Comprehensive Plan Amendment - Future Land Use Element to implement a voluntary Low-Impact Development and Green Stormwater Infrastructure program.
  - [Item 03](#) – Ordinance 2025-03 and Resolution 2025-xx. Creating a voluntary Low Impact Development and Green Stormwater Infrastructure program.
3. Council meeting on 02-18-25:
  - [Item 11](#) – Contract with Halifax Paving, Inc. for the berm restoration North of Ponce de Leon Inlet as part of the US Army Corps of Engineers 2025 Ponce Inlet and Intracoastal Waterway maintenance dredging and beneficial use project. This contract will consist of removal of existing county- or state-installed TrapBags and placement of

sand along approximately five miles of beach within Daytona Beach Shores, Wilbur-By-The-Sea, and Ponce Inlet, Volusia County, Florida.

4. Volusia County will host a series of public informational sessions to discuss long-term beach improvement and resiliency planning. The sessions aim to engage the community in identifying the most feasible and effective strategies for their specific communities. All sessions will take place from 5 to 7 p.m. at the following locations:
  - Tuesday, Feb. 25, in Meeting Room 103 at the Ocean Center, Daytona Beach
  - Wednesday, Feb. 26, at the Daytona Beach Shores Community Center
  - Thursday, Feb. 27, in the Ballroom at the Brannon Center, New Smyrna Beach
5. Hurricane Milton updates:
  - Work to repair the boardwalk pilings at Ponce Preserve began December 1<sup>st</sup> and is expected to finish up by the mid-February.
  - Repair of the Town-owned fences damaged during Hurricane Milton will begin on February 3<sup>rd</sup>, starting at Town Hall and working south.
6. Public Works update:
  - The bid invitation for the new emergency generators at Public Works was posted on Monday, February 3<sup>rd</sup>. Bids will be opened on Friday, February 28<sup>th</sup>.
  - The bid invitation for professional continuing architectural services was posted on Tuesday, February 11, 2025. Bids will be opened on Friday, March 28<sup>th</sup>.
  - Replacement of the museum fence began on February 6<sup>th</sup> and was completed on February 8<sup>th</sup>.
7. On February 5, 2025, FDEP issued the permit to the Riverside Conservancy to construct 1,000 feet of Living Shoreline at Ponce Preserve. This will be the first of two projects, with the second to be permitted on lands owned by the State of FL, once permission from the state is received.

8. Building permit activity:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg
Permit applications	123												123	123
Permits issued	90												90	90
Plan reviews	93												93	93
Inspections	246												246	246

9. Town offices will be closed on Monday, February 17<sup>th</sup> for Presidents Day.