



John A. Carey  
Inspector General

## OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY



Inspector General  
Accredited

---

*“Enhancing Public Trust in Government”*

# Audit Report

## 2026-A-0003

### Town of Jupiter Inlet Colony’s Insurance Benefits and Former Mayor and Commissioner’s Travel Expenses and Purchasing Card Purchases

## March 31, 2026



John A. Carey  
Inspector General

# OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY

## AUDIT REPORT 2026-A-0003

DATE ISSUED: MARCH 31, 2026



Inspector General  
Accredited

*"Enhancing Public Trust in Government"*

### TOWN OF JUPITER INLET COLONY'S INSURANCE BENEFITS AND FORMER MAYOR AND COMMISSIONER'S TRAVEL EXPENSES AND PURCHASING CARD PURCHASES

#### SUMMARY

##### WHAT WE DID

We conducted an audit of the Town of Jupiter Inlet Colony (Town)'s insurance benefits and the former Mayor and former Commissioner's travel and purchasing card expenses. This audit was initiated in response to a management request. We performed this audit as part of the Office of Inspector General (OIG), Palm Beach County 2025 Annual Audit Plan.

Our audit focused on insurance related benefits, activities, and expenditures and former Mayor Daniel Comerford's and former Commissioner Marie Rosner's travel activities and purchasing card expenditures for the period March 1, 2021 through February 29, 2024. Additionally, we expanded the audit scope to include the Town's payment of health, dental, and vision insurance premiums for the former Police Chief's spouse from March 1, 2024 through September 30, 2025.

##### WHAT WE FOUND

We found that the Town improperly paid insurance premiums for several ineligible individuals including former Mayor Comerford, the former Police Chief's spouse, and former employees. Additionally, the Town lacked sufficient internal controls over credit card transactions, travel-related expenditures, and the administration of employee insurance benefits; and lacked sufficient information technology (IT) controls.

Our audit identified **\$15,552.61** in questioned costs,<sup>1</sup> **\$32,238.43** in identified costs,<sup>2</sup> and **\$106.45** in avoidable costs<sup>3</sup> resulting from the payment of insurance premiums for ineligible individuals and noncompliance with the Town's Accounting Policies and Procedures Manual for purchasing card and travel-related expenditures.

<sup>1</sup> Questioned costs can include costs or financial obligations incurred pursuant to a potential violation of a provision of law, regulation, contract, grant, cooperative agreement, other agreement, policies and procedures, or document governing the expenditure of funds; a finding that, at the time of the OIG activity, such cost or financial obligation is not supported by adequate documentation; or a finding that the expenditure of funds for the intended purpose is unnecessary or unreasonable. As such, not all questioned costs are indicative of potential fraud or waste.

<sup>2</sup> Identified costs are costs that have been identified as dollars that have the potential of being returned to the entity to offset the taxpayers' burden.

<sup>3</sup> Avoidable costs are costs an entity will not have to incur, lost funds, and/or an anticipated increase in revenue following the issuance of an OIG report.

**The Town paid supplemental insurance premiums for a former Mayor in violation of its Charter and paid health insurance premiums for ineligible individuals in violation of its insurance policies.**

We confirmed that the Town paid for 12 months of supplemental insurance premiums totaling \$4,314.44 on behalf of former Mayor Comerford (Mayor) in violation of the Town's Charter.

We found the Town paid for 19 months of supplemental insurance premiums totaling \$6,017.90 on behalf of former Commissioner Rosner in violation of the Town's Charter. Commissioner Rosner reimbursed the Town a total of \$6,017.90 for the insurance premiums prior to our audit.

The former Town administrator, Kevin Lucas, acknowledged that he enrolled the Town in the insurance plan using the former Mayor and former Commissioner's participation as active full time employees, when they were not, in order to meet the insurance plan's minimum employee threshold. However, there was not sufficient evidence to show the former Mayor voluntarily enrolled in the insurance plan or utilized benefits under the plan. Therefore, we considered the former Mayor's supplemental insurance premiums totaling **\$4,314.44** to be a questioned cost.

We found the Town paid for health, dental, and vision insurance premiums totaling **\$30,476.78** on behalf of a non-eligible individual. The insured was the spouse of the former<sup>4</sup> Police Chief Daniel Kerr; however, former Police Chief Kerr was not enrolled in the same insurance plan, as required by the insurance contract. We

consider this amount to be an identified cost because the former Police Chief's spouse signed the insurance enrollment application identifying herself as a salaried employee when she was not.

We also identified eight (8) premiums paid by the Town totaling **\$2,122.52** for five (5) former employees' disability income, dental, and medical insurances. We consider this to be a questioned cost because the Town delayed notifying the insurance provider that the employees had separated from the Town.

We found sufficient information to warrant referring our finding regarding premiums paid for the former Mayor, former Commissioner, and former Police Chief's spouse to the respective insurance plan providers for review.

**The Town's credit card process lacked sufficient controls, oversight and written guidance.**

We reviewed thirty (30) non-travel related credit card transactions made by or on behalf of the former Mayor and Commissioner. Our review found **\$4,798.72** in questioned costs, **\$201.49** in identified costs, and **\$101.49** in avoidable costs. Questioned costs primarily resulted from transactions lacking adequate documentation, insufficient support for a public purpose, and the lack of appropriate approval. Identified and avoidable costs included unrecovered Town property and unnecessary Florida sales tax paid on credit card purchases (see also Exhibit 1).

During the audit, the Town Manager provided us with a \$1,398.60 vehicle repair invoice for a 2019 Porsche Macan that the Town reimbursed to the former Town Mayor. The Town provided no evidence

---

<sup>4</sup> Daniel Kerr was Police Chief until his resignation on October 14, 2025.

that this charge primarily served a public purpose. This resulted in **\$1,398.60** in identified costs.

**The former Mayor and Commissioner's travel expenditures did not comply with the Town's Travel Policy.**

Our audit of thirty (30) travel-related transactions found **\$4,285.93** in questioned costs, **\$161.56** in identified costs, and **\$4.96** in avoidable costs resulting from noncompliance with the Town's Travel Policies and Procedures. These amounts were primarily related to unsupported or unallowable meals, lodging, mileage reimbursements, unsupported conference registration fees, and the improper payment of sales tax, all of which lacked the required approval by the Commission (see also Exhibit 2).

**With respect to credit card and travel expenditures, not all questioned costs are indicative of potential fraud or waste.**

**The Town lacked written policies and procedures for information technology processes.**

The Town did not implement the recommendations from OIG Audit Report 2019-A-0004 to develop and implement written IT policies and procedures and provide training on the new policies and procedures to staff.

**WHAT WE RECOMMEND**

Our report contains four (4) findings and twenty (20) recommendations.

Implementation of the recommendations will 1) assist the Town in strengthening internal controls, 2) save approximately **\$106.45** in future avoidable costs, and 3) help ensure compliance with the Town Charter and contractual requirements.

The Town concurred and accepted our recommendations. We have included the Town's management response as Attachment 1.

Pursuant to Article XIII, Section 2-247 of the Palm Beach County Code, we provided former Mayor, Daniel Comerford; former Commissioner Marie Rosner; former Town Administrator, Kevin Lucas; and the former Police Chief's spouse with the opportunity to submit a written explanation or rebuttal to Findings (1), (2), and (3) within twenty (20) calendar days.

We have included former Mayor, Daniel Comerford's, response as Attachment 3.

We have included former Commissioner, Marie Rosner's, response as Attachment 2.

We did not receive a response from former Town Administrator, Kevin Lucas, nor from the former Police Chief's spouse.

Former Mayor Comerford's and Commissioner Rosner's responses largely address the public purpose of expenses. Please note that findings (2) and (3) were directed to the Town for noncompliance with its written requirements and a lack of sufficient documentation of credit card and travel expenditures.

## BACKGROUND



The Town was incorporated on June 20, 1959, and the Town's charter was approved by Laws of Florida 59-1434.

On March 19, 2024, voters approved a referendum changing the Town from a strong mayor form of government to a commission/manager form of government.

Under the new structure, members of the Commission are elected for Town Commission Groups 1, 2, 3, 4, and 5. The Commission, by majority vote, shall select its Mayor to serve for one (1) year or until the next Town organizational meeting. The Mayor shall serve as the chairperson and shall serve as the executor of legal documents. The Mayor shall serve as the ceremonial head of the Town. The Vice-Mayor shall be selected in the same manner as the Mayor and will serve as the Mayor during absence or disability of the Mayor. The Mayor is responsible for appointing the Town Manager, by majority vote, to be the chief administrative officer of the Town who shall serve at the pleasure of the Commission. The Town Manager is responsible for supervising Town operations, appointing Town employees as authorized, and ensuring that all laws, Charter provisions, and acts of the Town Commission within the Town Manager's authority are faithfully executed.

The Town's major operations include general government, public safety, streets, sanitation, environmental, public works, civil defense, prospective inspections, and general and administrative services.

## OBJECTIVES, SCOPE, AND METHODOLOGY

The overall objectives of the audit were to determine whether:

- The former Mayor and Commissioner received insurance benefits paid by the Town in violation of the Town's Charter, and whether participation in the Town's insurance benefit plans was restricted to eligible individuals;
- The Town paid for the former Mayor or Commissioner's travel expenses that lacked a public purpose, and;
- The Town paid for the former Mayor's and Commissioner's purchasing card purchases that lacked a public purpose.

The scope included, but was not limited to, insurance related benefits, activities, and expenditures and former Mayor Daniel Comerford's and former Commissioner Marie Rosner's travel and purchasing card activities and expenditures for the period March 1, 2021 through February 29, 2024. Additionally, we expanded the audit scope to include health, dental, and vision insurance payments for the former Police Chief's spouse from March 1, 2024 through September 30, 2025.

The audit methodology included but was not limited to:

- Reviewing ordinances, policies, procedures, contracts, agreements, and related requirements;
- Performing process walk-throughs for insurance, travel, and purchasing card activities;
- Interviewing appropriate personnel;
- Reviewing records, logs, and reports; and
- Performing detailed testing of selected insurance benefits and expenditures, travel expenditures, and purchasing card expenditures.

As part of this audit, we completed a data reliability assessment for the financial computer system used by the Town to process insurance and credit card payments and travel reimbursements. We determined that the computer-processed data was sufficiently reliable for the purposes of this audit. However, we noted minor exceptions for a lack of written IT policies and procedures, and weaknesses in user access controls (see Finding 4).

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

## FINDINGS AND RECOMMENDATIONS

### **Finding (1): The Town paid supplemental insurance premiums for a former Mayor in violation of its Charter and paid health insurance premiums for ineligible individuals in violation of its insurance policies.**

Section 218.33(3), Florida Statute, states,

Each local governmental entity shall establish and maintain internal controls designed to:

- a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).
- b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
- c) Support economical and efficient operations.
- d) Ensure reliability of financial records and reports.
- e) Safeguard assets.

Chapter 59-1434, Section 15 of the Town Charter, states,

The Commission shall have power to employ and retain an engineer and an attorney and to appoint or employ such additional officers, assistants and employees as the business of the municipality may require; and it shall have the power to fix and determine the authority, duties and compensation of all appointed officers, assistants and employees, but **all elected officials shall serve in their**

**elected and appointed capacities without compensation or salary.** [Emphasis added]

Combined Insurance Company of America issued a group disability income insurance policy to the Town of Jupiter Inlet Colony. The Town, as the policyholder, paid premiums to provide disability income benefits to eligible employees (and eligible dependents, if applicable) who become unable to work due to a covered illness or injury. The Combined Insurance Company of America Group Disability Income Insurance Policy, effective date July 1, 2022, states,

**GROUP DISABILITY INCOME INSURANCE POLICY  
Non-participating**

**Policy Specifications**

<b>POLICYHOLDER:</b>	TOWN OF JUPITER INLET COLONY	
<b>POLICY NUMBER:</b>	CWMA28705	
<b>POLICY EFFECTIVE DATE:</b>	July 01, 2022	
<b>POLICY ANNIVERSARY DATE:</b>	July 01, 2023	and each following July 1st

...

**ELIGIBLE CLASS(ES):** ALL ELIGIBLE EES  
ALL ELIGIBLE DEPS

...

**POLICYHOLDER PROVISIONS**

...

**ENTIRE CONTRACT**

**The Entire Contract consists of:**

1. This Policy;
2. The Policyholder's application;
3. Any amendments and attachments issued;
4. The Certificate(s) and any Rider(s); and
5. Any enrollment data.

**INFORMATION REQUIRED FROM THE POLICYHOLDER**

The Policyholder must provide Us with detailed information about persons who are eligible to become insured under the Policy, information about Insureds, and any other information that may be reasonably required.

Policyholder records that have a bearing, in Our opinion, on the Policy will be available for review by Us at any reasonable time as determined by Us.

...

**INITIAL RATE GUARANTEE AND CHANGES IN PREMIUM**

... We may change premium rates at any time for reasons which materially affect the risk assumed, including but not limited to:

- 1) A change occurs in the Policy design;
- 2) The number of Insureds changes by 10%;
- 3) A new law or a change in an existing law affecting premium taxes or premium-based fees or other fees or assessments affecting Us;
- 4) There is a significant change in the geographic distribution of Insureds; or
- 5) When a Policyholders subsidiary, affiliate, division, branch or other similar entity is added to or deleted from the Policy for any reason, including corporate restructuring, acquisitions, spin-off or similar situations.

...

## DEFINITIONS

...

**Eligible Class(es)** means the people who may apply for coverage. The Eligible Class(es) are shown in the Policy Specifications.

**Insured** means the person covered under the Policy according to the terms of the Policy and Certificate

...

## GROUP DISABILITY INCOME INSURANCE CERTIFICATE

...

### SCHEDULE OF BENEFITS

Active Employee Requirement: 30 hours per week

...

## SECTION A

### DEFINITIONS

...

**Active Employee, Actively at Work, Active Employment** means You are at work for pay on a permanent basis at least the number of hours per week shown on the Schedule of Benefits (see Active Employee Requirement) and performing the normal duties of Your Occupation. You are deemed to be Actively at Work on each day of regular paid vacation or legal holiday if:

1. You are not Disabled; and
2. You were Actively at Work on the last working day before such vacation or legal holiday.

...

## SECTION D

**ELIGIBILITY, EFFECTIVE DATE, TERMINATION OF COVERAGE, AND PORTABILITY PRIVILEGE**

**ELIGIBILITY FOR COVERAGE**

To be eligible for coverage under this Certificate:

1. Your enrollment must be approved by Us;
2. You must be age 18 but not more than 72; and
3. You are an Eligible Employee in an eligible class on the Certificate Effective Date.

...

**APPLICATION FOR GROUP POLICY**

Name of Employer: Town of Jupiter Inlet Colony

...

The Employer hereby applies for the following Combined Insurance Company of America’s Policy/Policies:

- Group Disability Income Insurance

Classes of Eligible Employees: full time

Deduction Method/Payroll Frequency:  Weekly  Bi-weekly  Semi-monthly  Monthly  Other: \_\_\_\_\_

...

The Employer hereby authorizes Combined, its licensed agents or enrollers, to offer all of the eligible employees the opportunity to enroll for coverage under the Policy/Policies issued to the Employer.

An eligible employee is one who works at least 30 hours per week and who is actively employed by the Employer.

The Employer agrees to provide Combined’s licensed agents or enrollers direct access to its employees for the purpose of enrollment.

The Town purchased a group health insurance policy from Florida Blue to provide health coverage to eligible employees and their qualified dependents. The Master Contract between Florida Blue<sup>5</sup> and the Town of Jupiter Inlet Colony, effective February 1, 2023,<sup>6</sup> states,

**BlueOptions**

Group Master Policy for Small Groups

...

<sup>5</sup> Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

<sup>6</sup> Based on the month billed in the first invoice.

## ADMINISTRATIVE PROVISIONS

...

### Definitions

...

**Covered Dependent** means an Eligible Dependent who meets and continues to meet all applicable eligibility requirements described in the ELIGIBILITY FOR COVERAGE section of the Booklet and who is enrolled, and actually covered, under the Policy other than as a Covered Employee.

**Covered Employee** means an Eligible Employee, or other individual, who continues to meet all applicable eligibility requirements described in the ELIGIBILITY FOR COVERAGE section of the Booklet and **who is enrolled, and actually covered, under the Policy other than as a Covered Dependent.** [Emphasis added]

**Covered Person** means a Covered Employee or a Covered Dependent.

...

**Eligible Dependent** means an individual who meets and continues to meet all of the eligibility requirements set forth in the ELIGIBILITY FOR COVERAGE section of the Booklet.

**Eligible Employee** means an individual who meets and continues to meet all of the eligibility requirements set forth in the ELIGIBILITY FOR COVERAGE section of the Booklet and is eligible to enroll as a Covered Employee. An eligible employee is not a Covered Employee until actually enrolled and accepted for coverage as a Covered Employee by us.

...

**Small Employer** means any employer that has its principal place of business in this state, employed an average of at least one but not more than 50 employees on business days during the preceding Calendar Year, and employs at least one (1) employee on the first day of the plan year. The terms “employee” and “employer” have the same meaning as provided in 29 U.S.C. § 1002(5)<sup>7</sup> and §1002(6)<sup>8</sup>, respectively, as may be amended from time to time.

...

## PAYMENT PROVISIONS

...

---

<sup>7</sup> 29 U.S.C §1002(5) – The term “employer” means any person acting directly as an employer, or indirectly in the interest of an employer, in relation to an employee benefit plan; and includes a group or association of employers acting for an employer in such capacity.

<sup>8</sup> 29 U.S.C §1002(6) – The term “employee” means any individual employed by an employer.

### **Other Rules Regarding the Payment of Premiums**

1. In the event we do not receive Premium payment prior to the applicable due date, we reserve the right to suspend payment of claims for Health Care Services rendered to a Covered Person, on or after the applicable Premium due date.
2. We are not required to retroactively terminate this Policy or coverage for any Covered Person.

...

### **GENERAL PROVISIONS**

...

#### **Enrollment Records**

##### **Furnishing and Maintaining Enrollment Records:**

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Employee must submit accurate and complete Enrollment Forms in a timely manner. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information, which is relevant to the eligibility or coverage status of any individual, must be made available to us for inspection and copying upon request.

...

##### **Representations on the Small Employer Application and the Enrollment Forms)**

We rely on the information you and your Eligible Employees provide, to determine whether to issue coverage; the appropriate Rate and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Small Employer Application and the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Policy if the information you provide is fraudulent, or if you make an intentional misrepresentation.

...

### **ELIGIBILITY FOR COVERAGE**

Each employee or other individual who is eligible to participate in the Group Plan, and who meets and continues to meet our eligibility requirements described in this Booklet, shall be entitled to apply for coverage with us...

**Employee Eligibility**

In order to be eligible to enroll as a Covered Employee, an individual must be an Eligible Employee. An Eligible Employee must meet each of the following requirements:

- 1. the employee must maintain his or her primary residence in the Service Area or be regularly employed in the Service Area;
- 2. be a bona fide employee;

...

**Dependent Eligibility**

A person who meets eligibility criteria specified below is eligible to apply for coverage under this Booklet as an Eligible Dependent only if the person: 1) was named on the initial application for, or properly enrolled under, this Booklet; and 2) pays the required Premium; and is:

- 1. The Covered Employee’s spouse under a legally valid existing marriage and who maintains his or her primary residence in the Service Area;

...

**Other Rules Regarding Eligibility**

...

- 3. The Covered Employee must notify us as soon as possible when a Covered Dependent is no longer eligible for coverage....

The Florida Blue Small Group Employer Application for vision and dental coverage, dated January 19, 2023, states,

...

**II. Group Information**

...

- 13. What is the total number of employees, (including owners, partners, etc.) currently employed by your business? 8

...

**III. Eligibility Information**

...

Only eligible employees who have met any applicable waiting period and who regularly work a minimum number of hours each week as required by

F.S. 627.6699<sup>9</sup> or Florida Blue/Truli for Health /FHCP underwriting guidelines, and their eligible dependents shall be eligible for health coverage upon the Effective Date of this Policy.

...

#### IV. Benefit Information

...

##### Vision Coverage

1.  Employer Paid
2. Eligible Classes: **active full time** [Emphasis added]

...

##### Dental Coverage

##### Dental Plan # 1

1. Plan Name/#: BlueDental Choice CR Plan 307
2. Eligible Classes: **All FT Active Employees** [Emphasis added]

#### **Former Mayor and Commissioner's Insurance Benefits**

In April 2025, the Town Manager informed the OIG that both former Mayor Comerford and former Commissioner Rosner had been enrolled in the Town's supplemental Group Disability Income Insurance Policy and raised concerns that such coverage may have violated the Town's Charter which prohibits elected officials from receiving compensation or salary. We reviewed nineteen (19) monthly invoices paid by the Town for its supplemental Group Disability Income Insurance Policy premiums for all employees for the months of August 2022 through February 2024 to determine if former Mayor Comerford and former Commissioner Rosner received insurance benefits in violation of the Town's Charter.

We additionally reviewed a sample of the other insurance benefits offered to Town employees to determine if there were any other premium payments made on behalf of former Mayor Comerford and former Commissioner Rosner. We reviewed the months of June and November for the years 2021, 2022 and 2023 (a total of fourteen (14) invoices) for premiums paid for the Town's medical, dental, vision, and short term disability, accident and life insurance policies.

We confirmed that the Town paid for twelve (12) months of supplemental group disability income insurance premiums totaling \$4,314.44 on behalf of former Mayor Comerford beginning August 2022 through July 2023 in violation of the Town's Charter.

We found the Town paid for nineteen (19) months of supplemental group disability income insurance premiums totaling \$6,017.90 on behalf of the former Commissioner Rosner beginning August 2022 through February 2024 in violation of the Town's Charter.

---

<sup>9</sup> Section 627.6699, Employee Health Care Access Act defines an Eligible employee as an employee who works full time, having a normal workweek of 25 or more hours and who has met any applicable waiting-period requirements or other requirements of this act.

Commissioner Rosner reimbursed the Town a total of \$6,017.90<sup>10</sup> for the insurance premiums prior to our audit.

We contacted Combined Insurance to determine whether any disability income benefits were paid to the former Mayor or former Commissioner under the supplemental group disability income insurance policy.

Combined Insurance did not provide a response to our request. Although we did not receive evidence of the payment of income replacement benefits for a claim for total or partial disability, the Town's payment of insurance premiums provided a financial benefit to the former Mayor and former Commissioner. The Town Charter expressly prohibits elected officials from receiving compensation or salary; thus, we viewed the premium payments as inappropriate compensation under the Charter. Additionally, the Combined Insurance Policy provides coverage only to eligible employees. Thus, the Town's payment of premiums on their behalf was inconsistent with both documents. Furthermore, on December 18, 2025, the Fifteenth Judicial Circuit in and for Palm Beach County concluded that Ms. Rosner's receipt of insurance benefits constituted compensation under the 1959 Charter.

The Palm Beach County Commission on Ethics' (COE) Reports of Investigation Re: C25-007; Marie Rosner, Former Commissioner, Jupiter Inlet Colony and C25-008; Daniel Comerford, Former Mayor, Jupiter Inlet Colony note that the former Town Administrator, Kevin Lucas, explained to the COE that the supplemental group disability income insurance plan required ten (10) employees for the Town to obtain the policy, and the former Commissioner and former Mayor agreed to enroll to meet the required number of participants. Lucas told the COE that former Commissioner Rosner paid the Town for her premiums in advance for the year, and that the Town paid for the former Mayor's premiums because Lucas considered the former Mayor to be an employee. Lucas later acknowledged to the COE that the Mayor and Commissioners are officials, rather than employees, and are not compensated.

In June 2025, former Commissioner Rosner told the COE that she did not seek out the opportunity to enroll in the insurance and would not have enrolled had Mr. Lucas not offered the policy. Rosner confirmed that the Optional Employee Benefits Selection Form (i.e. employee enrollment application) presented by COE had her signature, but that she was not aware that the form stated that the insurance was for employees only. In a hearing held during the Town's Regular Commission Meeting on August 11, 2025, Rosner confirmed that she made two payments to the Town for the insurance premiums early on, and stated that she thought she was prepaying. She stated that the policy was "out of sight, out of mind" following the second payment, and that she did not receive any bills from the Town. She continued that in January 2024, she told the former Town Administrator (Lucas) to cancel the policy and asked if she owed money, to which he said no. Rosner stated she was not aware of the remaining amount of premiums paid by the Town until the current Town Manager informed her in April 2025.

---

<sup>10</sup> Checks dated September 7, 2022 for \$824.28, February 23, 2023 for \$2,709.96 and May 9, 2025 for \$2,483.66.

Former Mayor Comerford provided a written response to the COE that stated there is no evidence that he was involved in the insurance enrollment.

The Town provided the COE with the signed Optional Employee Benefits Election Form to enroll in the insurance plan for former Commissioner Rosner; however, no similar signed form for former Mayor Comerford or other documentation showing the former Mayor voluntarily enrolled himself in the insurance plan was provided to us by the Town. Commissioner Rosner signed the employee enrollment application identifying herself as an employee when she was not. Former Commissioner Rosner reimbursed the Town a total of \$6,017.90 for the insurance premiums prior to our audit, as such we did not consider this amount to be an identified cost.

The former Town Administrator, Lucas, acknowledged that he enrolled the Town in the insurance plan using the former Mayor and former Commissioner's participation as active full time employees, when they were not, in order to meet the insurance plan's minimum employee threshold. However, we did not find sufficient evidence to show that the former Mayor voluntarily enrolled in the insurance plan or made any insurance claims. Therefore, we considered the **\$4,314.44** in premiums paid by the Town on behalf of the former Mayor to be questioned costs.

#### **Insurance Benefits Paid for Other Ineligible Individuals**

Following our request for the sample of medical, dental, vision, and short term disability, accident and life insurance invoices, the Town Manager informed us that she identified an additional ineligible individual on the medical insurance invoices. Therefore, we expanded our audit to determine if the Town paid insurance premiums for any ineligible individuals.

We found that the Town allowed an ineligible individual to be insured on the Town's medical, dental and vision plan. The insured was the spouse of the former Police Chief Kerr; however, the former Police Chief did not enroll in the same insurance plan as required for dependent coverage eligibility. The former Police Chief's spouse signed the insurance enrollment application identifying herself as a salaried employee of the Town with a hire date of August 14, 2023, despite not being an employee. As a result, the Town paid approximately \$30,476.78 in health, dental and vision insurance premiums for this ineligible individual for the period from October 1, 2023 to September 30, 2025. We consider the premiums paid by the Town totaling **\$30,476.78** to be an identified cost because the ineligible individual signed an enrollment application identifying herself as an employee of the Town when she was not.

We found eight (8) instances, totaling \$2,122.52, in which the Town paid medical, disability, and dental insurance premiums for five (5) former employees. Premiums were paid from 2 to 12 months after separation. We did not find any evidence in the documentation the Town provided to us to suggest that the former employees were made aware of the premiums paid on their behalf. It appears the payments were made due to the Town's delay in notifying the insurance provider of the employees' separation from the Town. We consider the premiums paid by the Town on behalf of the former employees

totaling **\$2,122.52** to be a questioned cost because they were an unnecessary and unreasonable cost, and a waste of taxpayer dollars.

The Town lacked adequate internal controls and written procedures to ensure that only eligible employees and dependents were enrolled in the Town's health insurance plan.

Additionally, the Town did not perform periodic reconciliations of health insurance invoices to current employee rosters and eligibility records.

As a result, the Town paid health insurance premiums<sup>11</sup> on behalf of individuals who were not eligible to participate in the plan, resulting in the improper use of public funds. This also exposes the Town to potential financial liability, including retroactive premium adjustments or penalties or cancellation of group coverage, if the insurer determines that coverage was provided to ineligible individuals or coverage was provided based upon material misrepresentations or inaccurate or false information.

### **Recommendations:**

---

- (1) The Town consider recouping \$30,476.78 from the spouse of former Police Chief Kerr for the medical, dental, and vision insurance premiums incorrectly paid by the Town.**
  
- (2) The Town establish and implement written procedures governing eligibility for participation in Town-sponsored health insurance plans. The procedures should clearly define eligible employees and dependents in accordance with Town policies, insurance contract provisions, and applicable laws.**
  
- (3) The Town require periodic reconciliations of health insurance enrollment listings and premium invoices to current employee rosters and eligibility records to ensure that it pays the premiums for only eligible individuals.**
  
- (4) The Town implement internal controls that include documented supervisory review and approval of insurance enrollments, terminations, and changes in coverage and establish appropriate segregation of duties over enrollment, payroll deduction, premium payment and eligibility verification functions.**

### **Management Response Summary:**

---

***The Town concurred and accepted Finding (1) and recommendations (1) through (4).***

***Former Commissioner Rosner's written response is included in Attachment 2.***

---

<sup>11</sup> The Town pays all employee premiums for all Town-sponsored insurance premiums.

**Finding (2): The Town's credit card processes lacked sufficient controls, oversight and written guidance.**

Section 218.33(3), Florida Statutes, states,

Each local governmental entity shall establish and maintain internal controls designed to:

- a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).
- b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
- c) Support economical and efficient operations.
- d) Ensure reliability of financial records and reports.
- e) Safeguard assets.

The Town's Accounting Policies and Procedures Manual, effective date May 13, 2013, states,

**ACCOUNTS PAYABLE PROCEDURES**

This section describes the process through which the individual documents verifying purchases and the receipt of goods are brought together, reviewed and approved to assure valid payments of vendor invoices. The procedures can be grouped into daily and month-end categories.

...

**INVOICES**

**Invoices are normally received through the mail.** The Administrative Secretary opens the mail, identifies the vendor invoices, stamps them with the date received, and, if necessary, forwards them to the appropriate Commissioner/Department head. **Commissioner/Department head approves the invoices** and returns them to the Town Administrator for processing and payment. [Emphasis added]

State of Florida Attorney General Opinion (AGO) 98-81 states,

It is a basic tenet that the expenditure of public funds must be primarily for a public purpose. Thus, the expenditure of municipal funds must meet a municipal purpose, rather than a private purpose.

AGO 79-14 states,

Any expenditure of public funds must be for a primarily public purpose, with only incidental or secondary benefit to private interests.

We reviewed thirty-six (36) Town credit card statements and related supporting documentation, excluding bank fees, for transactions charged to former Mayor Comerford's Town-issued credit card. Former Commissioner Rosner was not issued a Town credit card. We also reviewed the credit card statements and related supporting

documentation for any transactions that were incurred on behalf of the former Mayor and former Commissioner.

We identified one travel-related transaction for the former Commissioner and the purchase of an iPad for the former Mayor, which we included in our testing. In total, we identified 30 credit card transactions totaling \$5,701.64 by or on behalf of the former Mayor and Commissioner, unrelated to travel, which we tested separately.<sup>12</sup>

Additionally, during the audit, the Town Manager provided our office with a copy of a Town-issued check and supporting invoice for the repair of the former Mayor's personal vehicle, which we included in the audit to assess whether the transaction served a documented public purpose.

We reviewed the credit card statements and supporting documentation for each of the thirty (30) non-travel related credit card transactions totaling \$5,701.64 made by or on behalf of the former Mayor and former Commissioner to determine if the transactions were properly approved, had a documented public purpose, were in compliance with purchasing requirements, and were sufficiently supported. Of the thirty transactions, we found the following (see also Exhibit 1):

- We did not note any evidence that the credit card statements were appropriately reviewed and approved by the Town Commission or department head prior to payment as required by the Town's Accounting Policies and Procedures Manual (e.g. approver sign-off on the statement, email or memo indicating approval). This resulted in **\$3,552.15** of questioned costs.
- Thirteen (13) credit card transactions lacked a receipt or lacked an itemized receipt showing what was purchased. Due to the lack of adequate documentation, we were unable to determine the public purpose for nine (9) of those transactions. This resulted in **\$1,197.10** in questioned costs.
- On June 16, 2022, the former Town Administrator purchased an iPad for \$801.43 (including tax) on behalf of the former Mayor. The iPad was not surrendered to the Town upon the former Mayor's resignation, effective June 16, 2023. We did not identify documentation indicating that the iPad was declared surplus, determined to be at the end of its useful life, formally removed from the Town's asset inventory, or otherwise authorized for permanent transfer to the former Mayor in accordance with applicable Town policies. This is considered an identified cost of **\$100.00**.<sup>13</sup>
- Thirteen (13) credit card transactions included Florida sales tax totaling \$101.49. The payment of sales tax on credit card purchases is an unnecessary cost to the Town which can be avoided. Therefore, the sales tax paid, totaling **\$101.49** is considered an identified cost<sup>14</sup> and an avoidable cost.

---

<sup>12</sup> See Finding 3.

<sup>13</sup> According to former Mayor Comerford, this was the trade-in value offered to him by Verizon.

<sup>14</sup> The identified costs for the iPad included Florida Sales tax of \$52.43 which was not included in this amount.

- Four (4) credit card transactions totaling \$408.07 had a documented reason for the purchase; however, the reason did not reflect a benefit to the public or the Town.<sup>15</sup> This resulted in **\$49.47**<sup>16</sup> in questioned costs.
- Five (5) transactions totaling \$2,424.83 were supported by an itemized receipt but lacked an explanation of the public purpose. Those transactions included a \$2,000 purchase of Publix gift cards. The documentation for the gift card purchase did not indicate the quantity or denomination of gift cards purchased or who received them.<sup>17</sup> Gift cards are cash equivalents and present a risk of misuse. The absence of distribution records or supervisory documentation reflects a weakness in internal controls and prevents verification that the expenditures served a public purpose.

During one of our meetings with the Town Manager, she provided us with a Town check remittance and repair invoice for a 2019 Porsche Macan for \$1,398.60 and informed us that this vehicle was the former Mayor's personal vehicle. The Town check was a reimbursement to the former Mayor that included the amount of the vehicle repair invoice. Additionally, the check, which was payable to the former Mayor, was also signed by the former Mayor and former Police Chief Pruitt. We did not receive documentation that this expense related to a claim under the Town's insurance or self-insurance program or that the Town had a legal obligation to pay for the repairs because the damage was caused by the Town's conduct or damage occurred in the course of official Town business. Absent such documentation, we determined that this charge did not have a primarily public purpose and resulted in **\$1,398.60** of identified costs.

The Town lacked established policies and procedures governing the use of credit cards, including minimum documentation standards, such as itemized receipts or invoices and documentation required to indicate and support a public purpose; allowable or prohibited purchases; pre-approval and spending limit requirements; reconciliation and supervisory review procedures for credit card statements; and guidance on the proper use of the Town's sales tax-exempt status. Additionally, credit card expenditures lacked sufficient oversight and monitoring to identify unnecessary costs, such as sales tax, and potentially purchases made by cardholders that do not serve a public purpose. These deficiencies increase the risk of misuse, improper expenditures, and noncompliance with applicable laws and internal controls standards.

The Town incurred expenditures for credit card purchases that lacked sufficient documentation, included Florida sales tax, and did not appear to be for a primarily public purpose. A lack of sufficient documentation for expenditures decreases transparency and increases the risk for fraud, waste, and abuse. Additionally, the Town is exposed to an increased risk of fraud, waste, and abuse if credit card transactions lack sufficient oversight and monitoring.

---

<sup>15</sup> To avoid duplicating costs, these purchases were already considered a questioned cost for lack of sufficient documentation.

<sup>16</sup> To avoid duplicating costs, \$358.60 (\$408.07 - \$49.47) of these purchases was already considered questioned costs for lack of sufficient documentation and identified costs for sales tax.

<sup>17</sup> To avoid duplicating costs, these purchases were already considered questioned costs for lack of required review and approval.

Further, the Town's policy allowed the Commissioners to approve invoices; however, the policy does not limit Commissioners or department heads from approving their own purchases. In addition, because the former Mayor had check-signing authority for the Town, he was able to approve and sign reimbursement checks issued to himself, indicating a lack of appropriate oversight. When Commissioners and department heads can approve their own purchases without appropriate oversight, it can create conflicts of interest which increases the risk that purchases were made in a primarily personal rather than primarily public interest.

### **Recommendations:**

---

- (5) The Town consider obtaining reimbursement for the \$101.49 of Florida Sales tax paid to vendors.**
- (6) The Town consider recouping the Town's iPad.**
- (7) The Town consider recouping \$1,398.60 from the former Mayor for his personal vehicle repair.**
- (8) The Town update its current Accounting Policies and Procedures Manual to include 1) limitations to prevent Commissioners and Department heads from approving their own reimbursement requests without appropriate oversight and 2) monitoring for compliance.**
- (9) The Town implement written policies and procedures governing credit card use including but not limited to, establishing:
  - a. Minimum documentation requirements (i.e., itemized receipts, documented public purpose);**
  - b. Guidelines for approving purchases, including internal controls to prevent cardholders from approving their own purchases.**
  - c. Guidelines for allowed purchases and identifying disallowed purchases; and**
  - d. Proper use of the Town's sales tax-exempt status.****
- (10) The Town implement a documented review and approval process for all credit card statements and related purchase supporting documentation to help ensure purchases are necessary and reasonable, supported, serve a valid public purpose, and in compliance with Town policies and procedures prior to payment.**
- (11) The Town implement procedures to track, safeguard, and recover Town-owned property, including maintaining an inventory of such assets and requiring confirmation of return upon separation of officials and employees.**

### **Management Response Summary:**

---

***The Town concurred and accepted Finding (2) and recommendations (5) through (11).***

*Former Mayor Comerford's written response is included in Attachment 3.*

*Former Commissioner Rosner's written response is included in Attachment 2.*

**OIG Comments:**

Following the audit, former Mayor Comerford informed us that he is no longer in possession of the Town's Ipad. Therefore, Recommendation (6) is closed as it is no longer applicable.

Former Mayor Comerford informed us that the Town Commission approved a monthly warrant list of all checks issued. While our review of Town Commission meeting agendas and minutes during the audit period confirmed that warrant lists were occasionally provided to the Town Commission, the supporting invoices were not presented to the Commission, as required by the Town's Accounting Policies and Procedures Manual.

Former Mayor Comerford informed us that the \$2,000 in gift cards purchased were in a denomination of \$20.00 each and gifted to 100 senior citizens for Christmas, and that this purchase was authorized by the Town Commission. We reviewed the Town Commission's agendas and meeting minutes for the month prior and month following the purchase;<sup>18</sup> but we did not find any discussion of the gift cards.

Lastly, former Mayor Comerford informed us that his vehicle was hit by a truck trailer while he was at the Town Hall. He stated the accident was written up in a Police report and that the Town was reimbursed by a third party for the repair expense. We reviewed the Town's bank deposit records for three months following the date of former Mayor Comerford's reimbursement; however, there was no cash or check bank deposit in the same or a similar amount.

**Finding (3): The former Mayor and Commissioner's travel expenditures did not comply with the Town's Travel Policy.**

---

Section 212.08, Florida Statutes, states,

The sale of retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

...

(6) EXEMPTIONS; POLITICAL SUBDIVISIONS.

(a) **There are also exempt from tax imposed by this chapter sales made to the United States Government, a state, or any county, municipality, or political subdivision of a state when payment is made directly to the dealer by the governmental entity.** This exemption shall not inure to any transaction otherwise taxable under this chapter **when payment is made by a government employee**

---

<sup>18</sup> The Town informed us that the Town Commission meeting agendas and minutes for the month of the purchase were not available.

by any means, including, but not limited to, cash, check, or credit card when that **employee is subsequently reimbursed by the governmental entity...** [Emphasis added]

The Town's Accounting Policies and Procedures Manual, Travel Policies and Procedures, approved May 13, 2013, states,

### **Eligible Expenditures**

Eligible travel expenditures include only those costs described below that are incurred in connection with and during the period of travel, and that the expenses were actually incurred by the Traveler as necessary travel expenses in the performance of their official duties.

...

All travel requests and final travel expense reports are also subject to audit by the Mayor and Town Commission before final processing by the Town Administrator. The Town Mayor and/or Town Administrator may, for any violation of these Travel Policies and Procedures, regardless of prior approvals obtained, reject a travel request or Final Travel Expense Report. If rejected, no prepayments or reimbursement will be made until the Travel Request Form, is corrected to comply with these policies and procedures.

**Failure to obtain the required approvals described above prior to traveling will render all expenses incurred ineligible for reimbursement.** Exceptions to this provision shall be made only for situations requiring emergency travel. As all other Town expenditures/disbursements, **processed and paid travel expenditures are approved as part of the Consent Agenda by the Commission at every regular commission meeting.** [Emphasis added]

#### **1. Tuition/Registration Fees**

Tuition for classes, registration fees for seminars or conferences and other fees that relate to attending the event for the stated purpose are considered registration fees. **Registration fees must be substantiated by a complete brochure or agenda for the conference, seminar, class or convention being attended...** [Emphasis added]

#### **2. Transportation**

The Traveler should generally take the most direct and commonly traveled routes...

- ❖ **Private Vehicles** – If travel is by personal vehicle, the **Town will reimburse the Traveler at the latest allowable IRS per mile rate for mileage traveled** either during regular travel or local trips in the immediate vicinity of the Town.

**This should be documented on the travel reimbursement request form with the beginning and ending odometer reading from Travelers’ personal vehicle.** Mileage will not be reimbursed to employees receiving car allowances. **Tolls and parking will be reimbursed upon presentation of a receipt.** [Emphasis added]

3. **Meals**

**All Travelers shall receive subsistence when traveling** to a convention or conference or when traveling within or outside the state in order to conduct bona fide Town business, which convention, conference or business serves a direct and lawful public purpose with relation to the Town served by the person attending such meeting or conducting such business. No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the Town. For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are divided into the following group rates: [Emphasis added]

❖ **Reimbursement Rate** – If the reimbursement rate is chosen the Town will pay for three (3) meals a day for the Traveler only, up to \$36.00 per day. Under no circumstances will the Town reimburse for alcoholic beverages. This expense should be broken out from any submitted receipts. **The actual expenses permitted for meals**, plus actual expenses for lodging at a single-occupancy rate, **are to be submitted and substantiated by paid receipts to be reimbursed upon return.** [Emphasis added]

**Per Diem** – All Travelers shall be allowed the following amounts for subsistence while on official business as outlined in Florida Statutes 112.061:

Breakfast	.....	\$ 6.00
Lunch	.....	\$11.00
Dinner	.....	\$19.00

Travel beginning after 10:00 a.m. will not be eligible for breakfast reimbursement and travel concluding before 5:00 p.m. will not be eligible for dinner.

4. **Lodging**

If attending a conference, seminar or convention that has hotels recommended, the convention rate will be paid for a recommended hotel. The Traveler should make every effort to register early to obtain the most economical lodging rates offered. Hotel and motel charges shall be based on single occupancy rates. **The Town will not pay or reimburse Travelers for lodging expenses incurred by family members or guests accompanying the Traveler** and/or occupying the same room. Lodging, in general, should be selected on the basis of the most

reasonably priced accommodations available consistent with the purpose and goals of the trip and budgetary limitations. [Emphasis added]

Reservations for lodging should be made whenever possible. Rooms may be held using the Town credit card or Traveler's personal credit card. If the Traveler does not have access to a Town credit card, the Traveler may use personal funds to pay lodging costs and request reimbursement by attaching the proper receipt to the reimbursement request form. However, lodging costs paid directly by the Traveler will not be eligible for exemption for Florida Sales Tax. Accordingly, any sales tax paid directly by the Traveler to a Florida hotel will not be subject to reimbursement.

...

Valet parking at hotels will be reimbursed if no reasonable or efficient alternative exists.

We reviewed thirty-six (36) credit card statements for travel-related transactions charged to former Mayor Comerford's Town-issued credit card. Because the Town did not issue a credit card to former Commissioner Rosner, we examined all available credit card statements and supporting documentation, including receipts and hotel invoices, to determine whether any Town-issued credit cards were used for travel on her behalf. Our review identified fifteen (15) travel-related charges by or for former Mayor Comerford and one (1) charge on behalf of former Commissioner Rosner.

In addition, we reviewed the Town's general ledger to identify all check disbursements made to former Mayor Comerford and former Commissioner Rosner during the audit period. We identified twenty five (25) check disbursements to the former Mayor or former Commissioner, of which four (4) were travel-related and pertained to former Mayor Comerford.

The sixteen (16) credit card charges and four (4) check disbursements were related to six (6) trips. We separated the sample of twenty (20) expenditures into categories (e.g., mileage and per diem meals) to facilitate targeted testing by cost type. This resulted in thirty (30) separate travel transactions, totaling \$4,479.49, for which we reviewed the supporting documentation to determine if the Town complied with policy and served a valid public purpose.

We found the following policy noncompliance and overpayments in our testing of the thirty (30) sample travel transactions (see also Exhibit 2):

- The former Mayor was reimbursed \$51.01 for a meal that was also charged on his Town issued credit card. The reimbursement request was in the form of a memo and did not include a receipt. This resulted in **\$51.01** of identified costs.
- The former Mayor charged seven (7) of eleven (11) meal transactions to his Town issued credit card, instead of receiving subsistence. One (1) reimbursement for a meal totaling \$398.08 lacked an itemized receipt. The amounts charged to the credit card also exceeded the allowable reimbursement rate, and six (6) of the

meals lacked a receipt or an itemized receipt. This resulted in questioned costs of **\$826.90** for noncompliance with the Town's travel policy.

- The Town did not reimburse the former Mayor for mileage at the correct IRS rate<sup>19</sup> in three (3) of the four (4) mileage transactions, and the former Mayor's reimbursement request did not include the beginning and ending odometer readings for all four (4) mileage transactions in violation of the Town's policy. This resulted in questioned costs of **\$764.61**.
- A hotel receipt for the former Commissioner, charged on the Town Administrator's credit card, included valet parking of \$40.00, which is only allowable "if no reasonable or efficient alternative exists." The hotel offered self-parking at a lesser rate; therefore, the valet parking is not allowable per the Town's travel policy. This resulted in questioned costs of **\$8.00**.<sup>20</sup> The hotel receipt showed a \$105.59 credit balance; however, the Town did not receive a refund to its credit card. This resulted in identified costs of **\$105.59**.
- The former Mayor paid a conference registration fee of \$275.00 using his Town issued credit card and did not substantiate the fee with a conference brochure or agenda, as required by the Town's policy. This resulted in a questioned cost of **\$275.00**.
- The Town reimbursed the former Mayor for two (2) tolls and one (1) parking fee that lacked receipts in violation of the Town's policy, resulting in a questioned costs of **\$50.88**.
- The former Mayor used his Town-issued credit card to purchase two hotel rooms for the same date at the same hotel. Both rooms were in the former Mayor's name. We considered the lodging cost for one (1) of the rooms as a questioned cost of **\$161.50** because the Town's policy prohibits paying lodging expenses incurred by family members or guests accompanying a traveler. Additionally, this expenditure was considered to have no public purpose.

Overall, we identified ten (10) travel-related transactions for meals, parking and tolls that lacked sufficient documentation. In addition, three (3) meals reimbursed to the former Mayor and one (1) meal paid by the former Mayor's Town issued credit card that included Florida sales tax. This resulted in **\$4.96** of identified and avoidable costs.

Additionally, all thirty (30) travel transactions lacked approval by the Commission as part of the Consent Agenda at a regular commission meeting, as required by the Travel Policies and Procedures. This resulted in **\$2,230.04**<sup>21</sup> in questioned costs.

There was a lack of sufficient oversight and monitoring of the former Mayor's and former Commissioner's travel-related reimbursements and credit card expenditures due to the Town not providing the Commission with processed and paid travel expenditures for approval as part of the Consent Agenda by the Commission at every regular commission meeting. A lack of sufficient oversight and monitoring increases the risk of improper,

---

<sup>19</sup> <https://www.irs.gov/tax-professionals/standard-mileage-rates>

<sup>20</sup> \$40.00 valet rate paid - \$32.00 current self-parking rate = \$8.00 questioned cost.

<sup>21</sup> Includes questioned costs for lack of proper approval attributable to twelve (12) of the former Mayor's travel expenditures totaling \$2,022.45, and attributable to one (1) of the former Commissioner's travel expenditures of \$207.59.

unsupported, or non-business related travel expenditures. Additionally, it may result in the misuse of public funds, and limits the organization's ability to demonstrate transparency and accountability.

As a result, the former Mayor's and former Commissioner's travel expenditures did not comply with the Town's Travel Policies and Procedures 63% of the time.

### **Corrective Action**

In October 2025, the Town updated the Travel Policies and Procedures to include the requirement that the Town Manager approve all travel, professional conferences, seminars, meetings, and training prior to registration.

### **Recommendations:**

- (12) The Town consider obtaining reimbursement for the \$105.59 credit balance from hotel.**
- (13) The Town follow its Travel Policies and Procedures and provide all processed and paid travel expenditures to the Commission for approval as part of the Consent Agenda at the regular commission meeting immediately following the travel.**
- (14) The Town strengthen oversight and monitoring controls to ensure all travel expenditures incurred are authorized, processed, and approved in compliance with the Town's Travel Policies and Procedures.**
- (15) The Town only reimburse travelers for travel expenditures made in compliance with the Town's Travel Policies and Procedures and demonstrating a valid public purpose.**
- (16) The Town consider recouping \$55.97 from the former Mayor for Florida sales tax and a meal charged on the Town's credit card that the Town incorrectly reimbursed him.**
- (17) The Town implement the use of its travel request and final travel expense report to help ensure all travel-related expenses are properly accounted for, in compliance with the Travel Policies and Procedures, and not duplicated.**
- (18) The Town ensure elected officials traveling on Town business understand their responsibilities related to and the requirements of the Town's Travel Policies and Procedures.**

### **Management Response Summary:**

***The Town concurred and accepted Finding (3) and Recommendations (12) through (18).***

***Former Mayor Comerford's written response is included in Attachment 3.***

***Former Commissioner Rosner's written response is included in Attachment 2.***

**OIG Comments:**

Following the audit, former Mayor Comerford stated that the Town Commission approved a monthly warrant list of all checks issued. While our review of Town Commission meeting agendas and minutes during the audit period confirmed that warrant lists were occasionally provided, these lists reflect payments already made. Therefore, they do not demonstrate that travel reimbursements were approved in advance, as required by the Town's Travel Policies and Procedures.

Additionally, former Mayor Comerford stated that the second hotel room purchased on his credit card was for the Vice Mayor at the time to attend the same meeting/conference. We reviewed the Town Commission meeting agendas and minutes for the month of the purchase; however, we did not find a discussion of who attended the meeting/conference.

**Finding (4): The Town lacked written policies and procedures for information technology processes.**

---

Section 218.33(3), F.S., states,

Each local governmental entity shall establish and maintain internal controls designed to:

- a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).
- b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
- c) Support economical and efficient operations.
- d) Ensure reliability of financial records and reports.
- e) Safeguard assets.

Section 282.3185(4), F.S., states,

(4) CYBERSECURITY STANDARDS.–

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

...

(c) ...Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

The National Institute of Standards and Technology (NIST) established the Cybersecurity Framework (CSF) 2.0, which emphasizes that policy forms a critical part of the organization's overall risk management strategy and is essential for ensuring security and privacy assurance. NIST's Security and Privacy Controls for Information Systems and

Organizations (SPCISO) states that policies should be established at the organizational level and supported by detailed procedures that define how controls are implemented, including specific roles and responsibilities. The SPCISO includes, but is not limited to, controls for access control; awareness and training; audit and accountability; assessment, authorization, monitoring; configuration management; contingency planning; identification and authentication; and incident response.

Additionally, the Association of Government Accountants' best practices for information systems and technology states that basic computer system controls include written IT policies, procedures, and definitions that are clearly communicated; access to and use of the system, assets and records are reasonable and restricted to authorized individuals; and system users are granted only the access needed to perform their duties.<sup>22</sup>

This audit included an assessment of the data integrity and reliability of the Town's financial computer system that is used to record insurance premium payments, travel reimbursements, and credit card payments. As part of the assessment, we evaluated the adequacy of general controls surrounding the computer system.

The Town assigns unique user IDs and passwords to all system users. However, there were no written guidance or processes to ensure the integrity and protection of the information in the computer systems. A lack of written guidance for IT processes was reported as an issue under Finding 11 of OIG Audit Report 2019-A-0004<sup>23</sup>.

The Town did not implement recommendations 34 and 35 from previously issued OIG Audit Report 2019-A-0004 which specifically cited these requirements. A lack of written policies and procedures increases the risk of inconsistent operations and unauthorized access to computer system records.

### **Recommendations:**

---

**(19) The Town develop and implement written IT policies and procedures to ensure consistency of operations that provide guidance, at a minimum, for how to:**

- a. **Assign and remove user rights and a reasonable time for completion,**
- b. **Authorize user access,**
- c. **Limit system access requiring unique user IDs and passwords, and**
- d. **Provide for user change management (new and terminated employees).**

**(20) The Town provide training to staff for the IT policies and procedures.**

---

<sup>22</sup>

<https://www.agacqfm.org/Resources/intergov/InternalControls/ResourcesByBusinessProcess/InformationSystems.aspx>

<sup>23</sup> [https://pbc.gov/oig/docs/reports/02-19-19-Jupiter\\_Inlet\\_Colony-Revenue-2019-A-0004.pdf](https://pbc.gov/oig/docs/reports/02-19-19-Jupiter_Inlet_Colony-Revenue-2019-A-0004.pdf)

**Management Response Summary:**

*The Town concurred and accepted Finding (4) and Recommendations (19) through (20).*

### SUMMARY OF COSTS IDENTIFIED IN THE AUDIT

#### Questioned Costs

Finding	Description	Questioned Costs
1	Former Mayor disallowed insurance premiums	\$4,314.44
1	Insurance premiums for separated employees	\$2,122.52
2	Lack of receipt/lack of itemized receipt	\$1,197.10
2	Lack of valid public purpose	\$49.47
2	Lack of proper approval for credit card transactions.	\$3,552.15
3	Lack of proper approval for travel-related transactions	\$2,230.04
3	Meals exceeded the allowable reimbursement rate	\$826.90
3	Mileage and valet parking violated Town's policy	\$772.61
3	Lack of documentation for conference, tolls and parking fees	\$325.88
3	Extra hotel room in the former Mayor's name lacked a documented public purpose	\$161.50
	<b>TOTAL QUESTIONED COSTS</b>	<b>\$15,552.61</b>

#### Identified Costs

Finding	Description	Identified Costs
1	Town paid insurance premiums for ineligible individuals.	\$30,476.78
2	Unreturned iPad (Trade-In Value)	\$100.00
2	Sales tax on credit card transactions	\$101.49
2	Former Mayor personal vehicle repair	\$1,398.60
3	Florida sales tax and meal charged on Town-issued credit card incorrectly reimbursed to Former Mayor	\$55.97
3	Credit balance on hotel receipt not refunded to Town's credit card	\$105.59
	<b>TOTAL IDENTIFIED COSTS</b>	<b>\$32,238.43</b>

**Avoidable Costs**

<b>Finding</b>	<b>Description</b>	<b>Avoidable Costs</b>
<b>2</b>	Sales tax on credit card transactions	\$101.49
<b>3</b>	Sales tax on travel-related transactions	\$4.96
	<b>TOTAL AVOIDABLE COSTS</b>	<b>\$106.45</b>

**ACKNOWLEDGEMENT**

The Inspector General's audit staff would like to extend our appreciation to the Town of Jupiter Inlet Colony's management for their assistance and support in completing this audit.

*This report is available on the OIG website at: <http://www.pbc.gov/OIG>. Please address inquiries regarding this report to the Director of Audit by email at [inspector@pbc.gov](mailto:inspector@pbc.gov) or by telephone at (561) 233-2350.*

**EXHIBITS**

Exhibit 1 – Breakdown of Credit Card Expenditure Costs

Exhibit 2 – Breakdown of Travel Expenditure Costs

**ATTACHMENTS**

Attachment 1 – Town of Jupiter Inlet's Management Response

Attachment 2 – Former Commissioner, Marie Rosner's, Written Response

Attachment 3 – Former Mayor, Daniel Comerford's, Written Response

## EXHIBIT 1 – BREAKDOWN OF CREDIT CARD EXPENDITURE COSTS

Lack of Documentation of Compliance with the Town's Travel Policy			
Purchased for:	Items Purchased	Questioned Cost (QC) Count	Questioned Cost (QC) Amount
<b>Daniel Comerford</b>			
	Publix Gift Cards	1	\$2,000.00
	Food and drink for Pizza in the Park Event	2	\$576.02
	Twenty-four bottles of wine for Annual Town Party	1	\$330.84
	3 Coleman 150QT coolers	1	\$264.00
	Monthly remote computer maintenance	6	\$140.00
	Gloves, extension cords	1	\$96.56
	Ice	2	\$36.48
	Postage	1	\$9.25
<b>Marie Rosner</b>			
	Florida League of Cities Virtual Class	1	99.00
<b>Total</b>		<b>30</b>	<b>\$3,552.15</b>

Lack of Receipt or Detailed Receipt			
Purchased for:	Items Purchased	QC Count	QC Amount
<b>Daniel Comerford</b>			
	2 Orchids and 16 unknown items labeled "Commercial Accounts"	1	\$225.18
	Lunch with Police Chief	1	\$101.86
	Monthly remote computer maintenance	2	\$70.00
	Costco Gas	1	\$37.87
	Unknown	8	\$762.19
<b>Total</b>		<b>13</b>	<b>\$1,197.10</b>

Lack of a Documentation of a Valid Public Purpose			
Purchased for:	Items Purchased	QC Count	QC Amount
<b>Daniel Comerford</b>			
	Dozen roses for Mayor Abby	1	\$24.48
	Flowers for Cindy K.	1	\$24.99
<b>Total</b>		<b>4</b>	<b>\$49.47</b>

Unreturned Town Property			
Purchased for:	Items Purchased	Identified Cost (IC) Count	Identified Cost (IC) Amount
<b>Daniel Comerford</b>			
	IPad	1	\$100.00
<b>Total</b>		<b>1</b>	<b>\$100.00</b>

Florida Sales Tax Paid			
Purchased for:	Items Purchased	IC Count	IC Amount
<b>Daniel Comerford</b>			
	Sales Tax on credit card purchases	12	\$101.49
<b>Total</b>		<b>12</b>	<b>\$101.49</b>

## EXHIBIT 2 – BREAKDOWN OF TRAVEL EXPENDITURE COSTS

Lack of Approval Prior to Travel				
Traveler	Description	Category	Questioned Cost (QC) Count	Questioned Cost (QC) Amount
<b>Daniel Comerford</b>				
	Florida League of Cities (FLC) Committee Meetings			
		Lodging	4	\$531.59
		Meals	5	\$57.21
		Parking	3	\$29.00
		Tolls	2	\$25.20
	FLC Conference			
		Lodging	2	\$829.45
		Registration	2	\$550.00
<b>Marie Rosner</b>				
	FLC Conference			
		Lodging	1	\$207.59
<b>Total</b>			<b>30</b>	<b>\$2,230.04</b>

Noncompliance with Town's Travel Policy				
Traveler	Description	Category	QC Count	QC Amount
<b>Daniel Comerford</b>				
	FLC Committee Meetings			
		Mileage	3	\$545.56
		Lodging	1	\$161.50
		Meals	2	\$148.82
		Tolls	1	\$21.94
		Parking	1	\$7.00
	FLC Conference			
		Mileage	1	\$219.05
		Registration	1	\$275.00
		Meals	6	\$678.08
		Tolls	1	21.94
<b>Marie Rosner</b>				
	FLC Conference			
		Lodging (Valet)	1	\$8.00
<b>Total</b>			<b>18</b>	<b>\$2,086.89</b>

Miscellaneous Identified Costs				
Traveler	Description	Category	Identified Cost (IC) Count	Identified Cost (IC) Amount
<b>Daniel Comerford</b>				
	FLC Conference			
		Meals	1	\$51.01
<i>NOTE: Reimbursed for a meal paid on Town credit card.</i>				
<b>Marie Rosner</b>				
	FLC Committee Meetings			
		Meals	1	\$105.59
<i>NOTE: Credit on hotel receipt not received by Town.</i>				
<b>Total</b>			<b>2</b>	<b>\$156.60</b>

Florida Sales Tax Paid				
Traveler	Description	Category	IC Count	IC Amount
<b>Daniel Comerford</b>				
	FLC Committee Meetings			
		Meals	5	\$4.96
<b>Total</b>			<b>5</b>	<b>\$4.96</b>

## ATTACHMENT 1 – TOWN'S MANAGEMENT RESPONSE



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

March 12, 2026

Ms. Hillary Bojan, CPA, CIA, CISA, CFE, CIGA  
Director of Audit  
Palm Beach County - Office of Inspector General  
100 Australian Avenue  
West Palm Beach, FL 33406

**RE: Management Responses to Audit Report 2026-A-0003: "Town of Jupiter Inlet Colony's Insurance Benefits and Former Mayor and Commissioner's Travel Expenses and Purchasing Card Purchases"**

Ms. Bojan:

First and foremost, on behalf of the Town of Jupiter Inlet Colony, I wish to express appreciation for the professionalism and diligence from the Palm Beach County Office of Inspector General (OIG) while undertaking and completing this audit.

None of the individuals in the OIG's findings continue to be associated with the Town in any official capacity. Management further acknowledges that, had Kevin Lucas (former town administrator) and/or Daniel Comerford (former Mayor) complied with and put in place processes to address the 2019 OIG audit findings, many of the findings associated with this current audit would have been avoided.

Based on the OIG's findings in Audit Report 2026-A-0003, we will take immediate action to recover the totality of public funds the OIG outlined (approximately \$46,000) and pursue recovery of publicly purchased equipment. **We take the findings seriously and find the actions of certain individuals during the audit review period inexcusable.** These include, but are not limited to:

- The Town paying for various personal insurance coverages for ineligible individuals;
- The purchase of \$2,000 in gift cards and food expenses using Town funds without demonstrating a public purpose;
- The retention of public property by Comerford; and
- The repair of a personal car by Comerford at public expense.

Management respectfully disagrees with one conclusion as a "questioned" cost as opposed to an "identified" cost. While we understand that we have been unable to locate a signed application for Comerford's Combined Insurance coverage that mirrors Marie Rosner's (former commissioner), it is indisputable that the coverage was paid for by the Town on his behalf for twelve months. Furthermore, the following documents are in possession by the Town and are included as an enclosure to this letter:

- An internal form with Comerford's personal information that was used to onboard employees for coverage (redacted by the Town for this letter);
- An email to Comerford with an attachment of the subscribers for Combined Insurance that included himself and Rosner;



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

- A “read receipt” from Comerford regarding a “Monday Combined Insurance meeting”; and
- Meal receipts from Comerford and Lucas’ Town purchasing cards identifying a Combined Insurance representative as part of the meal.

The current Town Commission, Town administration, and residents value transparency and responsible stewardship of public funds. As you know, the residents of Jupiter Inlet Colony approved a ballot referendum in 2024, by a margin of 80%, to change the Town Charter from a “strong mayor” form of government to a Commission-Manager form of government.

The Town Commission hired its first-ever Town Manager in August of 2024, a role I continue to fulfill. In October 2024, the Town engaged a new outsourced accounting firm to manage all process and procedures related to the payment of invoices and related tasks. Included in this new financial management is the removal of in-house check-writing and payment disbursement capabilities by Town staff and the processing of all invoices by the accounting firm through third-party software.

As part of the change to the Charter and the formalization of many functions, the Town continues to update policies and manuals and create many internal forms to more thoroughly document expenses as well as personnel actions.

Please find below the Management Response for each of the Findings and Recommendations:

**Finding (1): “The Town paid supplemental insurance premiums for a former Mayor, in violation of its Charter, and insurance policy and paid health insurance premiums for ineligible individuals, in violation of its insurance policies.”**

- *The Town concurs with Finding (1)*

**Management Response to Recommendation (1):** Within 10 days of the release of Audit Report 2026-A-0003, the Town will endeavor to recoup from Daniel Kerr (former police chief) all costs that were a result of the falsification of the health, dental, and vision insurance applications by his spouse. Should the monies not be returned, the Town will consider all legal avenues available to recoup the public funds.

**Management Response to Recommendation (2):** The Town’s Employee Handbook (created in 2013 and updated in 2021), had written policies in place establishing eligibility for participation in Town-sponsored health insurance plans. Furthermore, the Town Charter stated all elected officials “*shall serve in their elected and appointed capacities without compensation or salary*”. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review and update all written policies and will provide all employees and elected officials with an updated employee manual. The Town will also require each employee to sign as an acknowledgment of receipt.



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

**Management Response to Recommendation (3):** The Town's new outsourced accounting firm reconciles all invoices to ensure that only active employees receive benefits and compensation. This process includes appropriately delegating costs to the proper department such as town administration or police department for greater accuracy and transparency in budgeting. Additionally, the Town's new health insurance broker will provide quarterly coverage lists to the accounting firm and Town Manager for reconciliation to ensure only eligible individuals are receiving compensation and benefits. Within 60 days of the release of Audit Report 2026-A-0003, the Town will provide the OIG with written procedures for the reconciliation of invoices and benefits.

**Management Response to Recommendation (4):** In early 2026, the new Town Manager assigned the brokerage of health, dental and vision insurance to a company that specializes in public sector employee group benefits, risk managements services, and human resources solutions. The Town will continue to work with the new broker to establish internal controls for insurance enrollment, terminations and changes in coverage. Within 60 days of the release of Audit Report 2026-A-0003, the Town will provide the OIG with written procedures for the reconciliation of invoices and benefits.

**Finding (2): "The Town's credit card processes lacked sufficient controls, oversight and written guidance."**

- *The Town concurs with Finding (2)*

**Management Response to Recommendation (5):** Within 30 days of the release of Audit Report 2026-A-0003, the Town will endeavor to recoup the \$101.49 of Florida Sales tax that was paid to vendors.

**Management Response to Recommendation (6):** Within 10 days of the release of Audit Report 2026-A-0003, the Town will provide a written request to Comerford for the return of the Town-purchased iPad. Should the iPad not be returned, the Town will consider all legal avenues available to recover the public property.

**Management Response to Recommendation (7):** Within 10 days of the release of Audit Report 2026-A-0003, the Town will provide a written request to Comerford for the \$1,398.60 of public funds used for the repair work performed on his personal vehicle. Should the monies not be returned, the Town will consider all legal avenues available to recoup the public funds.

**Management Response to Recommendation (8):** The Town updated its accounting procedures and policies manual in October 2024 to formalize the new Commission-Manager form of government. Other updated practices include the processing of employee reimbursements by the Town's new accounting firm through bi-weekly payroll. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review all written accounting policies and procedures to include limitations on reimbursement approvals to preclude commissioners



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

and employees from approving their own reimbursement requests and monitoring for compliance. These procedures will be updated in writing.

It should be stated that under the new leadership and procedures, commissioners do not have access to day-to-day accounting and finance activities.

**Management Response to Recommendation (9):** The Town's new accounting procedures and policies manual includes guidelines for purchases allowed and identifies disallowed purchases. The Town recognizes that its accounting procedures and policies manual should be reviewed and amended, as necessary, to include written purchasing documentation requirements, internal controls for purchase approvals and guidelines for use of the Town's sale tax-exempt status. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review and update its written accounting policies and procedures to memorialize this process.

Please note that the Town's Accounting Policies And Procedures Manual in place from 2021-2024 included the following language:

- "Since the Town is exempt from paying sales tax, sales and use taxes are generally not reimbursable, except for approved business travel and entertainment services."
- "The Town Administrator views the vendor invoices for mathematical accuracy, proper account coding, discount allowances, sales tax exemptions, and shipping and delivery charges prior to it being posted in the accounting software by the Town Administrator."

**Management Response to Recommendation (10):** Since October 2024 and under the new Town Manager, all credit card invoices have been reconciled with documentation and receipts by clerical staff. Clerical staff performs this task, as they are not purchasing card holders. Each receipt is documented with the line item the expense should be charged to, the purpose of the purchase, and a signature of the purchaser/cardholder. The collected documentation is then forwarded to the Town's accounting firm for review, assignment to budget lines and payment. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review and update its written accounting policies and procedures to memorialize this process.

Additionally, the Town has instituted a purchase order process for all purchases to be reviewed by the police chief, when appropriate, and by the Town Manager. These purchase orders are then provided to the accounting firm. The Town is currently sourcing an electronic purchase order program to streamline this process and interact with the firm's software.

**Management Response to Recommendation (11):** The Town has begun the process of updating the inventory of all employee-issued equipment and technology. Additionally, the Town is developing a property control number (PCN) program that will be maintained by the Town's police department. The Town has implemented an "Information Technology Request" form for all new employee technology needs. This form will serve as back-up to the PCN



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

inventory and document a public purpose for all equipment purchases. Also, the Town has created a "Collection of Town Property" form to be used during the separation of employment.

**Finding (3): "The former Mayor and Commissioner did not comply with the Town's Travel Policy."**

- *The Town concurs with Finding (3)*

**Management Response to Recommendation (12):** Within 30 days of the release of Audit Report 2026-A-0003, the Town will endeavor to obtain the \$105.59 credit balance from the hotel. Should it be determined that Rosner retained this credit, the Town will provide a written request to Rosner for the monies that she should have refunded to the Town.

**Management Response to Recommendation (13):** The Town will follow its procedures and include all processed and paid travel expenditures as part of the Town Commission consent agenda at regular commission meetings. The Town will provide the details of all processed and paid travel expenses from October 2024-to-date at an upcoming Town Commission meeting.

**Management Response to Recommendation (14):** In August 2025, the new Town Manager created a Training/Travel Reimbursement form for all Town related training and travel. This implemented process will be incorporated into the accounting procedures and policies manual upon finalization of the OIG audit to ensure all recommendations are included in the update. This will be completed within 60 days of the release of Audit Report 2026-A-0003. The Town will also distribute these written policies and procedures to all employees and elected officials and require each individual to sign as an acknowledgment of receipt.

**Management Response to Recommendation (15):** The Town is committed to only reimburse travelers for travel expenditures made in compliance with the Town's Travel Policies and Procedures and ensure that all expenditures demonstrate a valid public purpose. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review and update all written policies and will provide all employees and elected officials with updated travel policies and procedures. The Town will also require each individual to sign as an acknowledgment of receipt.

**Management Response to Recommendation (16):** Within 10 days of the release of Audit Report 2026-A-0003, the Town will provide a written request to Comerford for \$55.97 for sales tax and for a meal charged on the Town's credit card that the Town incorrectly reimbursed him.

**Management Response to Recommendation (17):** As stated above, the new Town Manager created a Training/Travel Reimbursement form for all Town related training and travel. The form is completed by the employee, approved by the Town Manager and reviewed for accuracy by the Town's accounting firm. Reimbursements are then processed by the accounting firm through bi-weekly payroll. Within 60 days of the release of Audit Report 2026-A-0003, the Town will review and update all written policies and will provide all employees and elected officials with updated



## Town of Jupiter Inlet Colony

50 Colony Road  
Jupiter Inlet Colony, Florida 33469  
(561) 746-3787

travel policies and procedures. The Town will also require each individual to sign as an acknowledgment of receipt.

**Management Response to Recommendation (18):** The Town will ensure elected officials traveling on Town business understand their responsibilities related to the Town's Travel policy. Within 30 days of the March 2026 election, the Town will provide all elected officials with the Town's Travel and Policies and Procedures and will have all elected officials sign the document as an acknowledgment of receipt. Town management and the Town's accounting firm will work closely with elected officials to monitor compliance.

**Finding (4): "The Town lacked written policies and procedures for information technology processes."**

- *The Town concurs with Finding (4)*

**Management Response to Recommendation (19):** In early 2025, the Town engaged with a new Information Technology consultant. The Town's consultants comply with 218.33(3) and 282.3185(4) F.S. on behalf of the Town. Within 60 days of the release of Audit Report 2026-A-0003, the Town will create and approve written IT policies and procedures and will have all employees and elected officials sign the document as an acknowledgment of receipt.

**Management Response to Recommendation (20):** Upon the completion of the written IT policies and procedures, the Town will provide training to all employees and elected officials.

Finally, the current Town administration, under my leadership, remains committed to working closely with the OIG as we continuously review and improve our internal policies and procedures to not only conform to the codes of ethics and laws we are bound to, but to continue to ensure that the past does not repeat itself.

We are actively and continuously transitioning to our new governance and work each day to earn the public trust. Thank you for the opportunity to respond to the findings. We will provide a report in 60 days to update your office on our efforts.

Sincerely,

Heidi Siegel, ICMA-CM, AICP  
Town Manager

Enclosure: Comerford/Combined Insurance Documentation

c: Matthew Ramenda, Town Attorney



**TOWN OF JUPITER INLET COLONY**  
A MUNICIPAL CORPORATION

---

Interoffice Memorandum

To Town of Jupiter Inlet Colony Employees

From Kevin Lucas, Town Administrator

Subject: Life Insurance

**Contact information:**

Name - last, first, middle *COMERFORD, DANIEL JOSEPH III*  
Address *[REDACTED] JUPITER INLET COLONY, FL 33469-3505*  
Email *[REDACTED]@ME.COM*  
Phone Number *561-[REDACTED]-[REDACTED]*  
Preferred method of contact - phone, email, text

**Personal information:**

Age *[REDACTED]*  
DOB *[REDACTED]*  
SS# *[REDACTED]*  
Height *6'2"*  
Weight *245 lbs.*  
Health issues and medications *[REDACTED]*

**Additional information:**

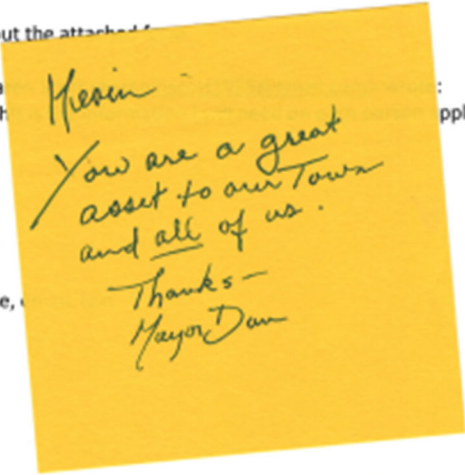
Spouse *KATHIE*  
Children - 18 and younger *NONE*  
Grandchildren *NONE*

**Kevin Lucas**

**From:** Karen Scott <karenmscott1958@gmail.com>  
**Sent:** Wednesday, December 7, 2022 9:29 AM  
**To:** Kevin Lucas  
**Subject:** Re: Group Insurance

Please have your new employee fill out the attached

On Wed, May 18, 2022 at 9:05 PM Karen Michelle Scott-Broker <karenmscott1958@gmail.com> wrote:  
Kevin...Per our conversation today th



...plying for group insurance.

**Contact information:**  
Name - last, first, middle  
Address  
Email  
Phone Number  
Preferred method of contact - phone, e

**Personal information:**  
Age  
DOB  
SS#  
Height  
Weight  
Health issues and medications

**Additional information:**  
Spouse  
Children - 18 and younger  
Grandchildren

Feel free to contact me if you need any additional information or have any questions.

Karen Michelle Scott-Broker  
Scott Insurance Group LLC  
407-509-7430

**To:** [Dan Comerford](#)  
**Subject:** FW: Corrected Jupiter Colony  
**Date:** Friday, June 17, 2022 9:14:31 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image008.png](#)  
[Copy of Jupiter Colony prices.xlsx](#)  
[Kevin Lucas.vcf](#)

---

FYI,  
Desh said the prices may go down after the

Kevin G. Lucas

Town Administrator  
Jupiter Inlet Colony



*This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you receive this transmission in error, please contact me immediately by return e-mail or phone at (561) 746-3787, and delete this message and any attachments from your system. Thank you.*

---

**From:** Lachman, Desh D <desh.lachman@combined.com>  
**Sent:** Thursday, June 16, 2022 10:40 PM  
**To:** Kevin Lucas <lucask@jupiterinletcolony.org>; Karen Scott <karenmscott1958@gmail.com>  
**Subject:** Corrected Jupiter Colony

Thank you,

Desh Lachman  
Agency Manager  
Combined Insurance | A  company  
[www.combinedinsurance.com/desh-lachman](http://www.combinedinsurance.com/desh-lachman)  
Mobile +1 (561) 225-3127 | Fax+1 (312) 351-7197 [desh.lachman@combined.com](mailto:desh.lachman@combined.com)  
Who is Combined Insurance: [Meet our Team](#) | Our Products: [Combined Products](#)  
Follow us:       
"Man's mind, once stretched by a new idea, never regains its original dimensions"-OWH

Copy of Jupiter Colony group - Sheet1.xlsx

Town of Jupiter Inlet Colony

First Name	Last Name	Coverage	Price	Pay Period	Emp Only	First Name	Last Name	Coverage	Price	Pay Period	Emp Only
Samuel	Johns	Family Accident	\$88.86		\$11.28	Kevin	Lucas	Family Accident	\$88.86		\$11.28
	Individual	Disability 5k	\$89.54		\$89.54			Disability 3k	\$52.72		\$52.72
		Hospital E/S	\$32.68		\$18.38			Hospital E/S	\$32.68		\$18.38
		Critical Illness E/S	\$83.49		\$55.65			Critical Illness E/S	\$83.49		\$55.65
		Total w/o life	\$289.07		\$169.85			Total w/o life	\$208.25		\$134.04
		Life John 250k	\$230.04		\$230.04			Life Kevin 250k	\$230.04		\$230.04
		Spouse 250k	\$149.46		\$149.46			Spouse 250k	\$130.71		\$130.71
		TOTAL	\$618.57		\$549.35			TOTAL	\$564.00		\$494.74
Richard	Roberts	Ind Accident	\$11.28			Mayor Dan	Coverford	Accident	\$21.48		\$11.28
		Critical Illness	\$31.07					Critical Illness	\$148.00		\$98.67
		Disability	\$44.58					Total	\$169.51		\$109.95
		Hospital	\$10.74								
		Life 30k	\$21.82								
		Total	\$119.49								
Robert	Schultz	Accident E/S	\$21.49		\$11.28	Kathi	Cornelius	Accident	bi-weekly		\$11.28
		Critical Illness E/S	\$52.72		\$33.77			Disability \$2100	\$47.30		
		Life Spouse	\$36.87					Hospital	\$18.31		
		Total	\$111.08		\$45.05			Critical Illness 10k	\$24.85		
								Life 30k	\$37.05		
								Total	\$138.77		
Wendee	Chico-Randazzo	Accident	\$21.48		\$11.28	Marie	Posner	Accident	bi-weekly		\$11.28
		Hospital	\$33		\$14.86			Critical Illness	\$48.58		
		Critical	\$46.63		\$31.07			Disability 2k	\$45.05		
		Disability 2k	\$35.82		\$35.82			Hospital	\$18.48		
		Life 30k	\$55.35		\$21.71			Life 20k	\$27.10		
		Total	\$190.27		\$125.74			Total	\$190.29		

---

**From:** Dan Comerford <comerfordd@jupiterinletcolony.org>  
**Sent:** Friday, August 19, 2022 10:48 AM  
**To:** Kevin Lucas  
**Subject:** Read: Monday Combined Insurance meeting

Your message

To: Dan Comerford  
Subject: Monday Combined Insurance meeting  
Sent: Friday, August 19, 2022 10:19:09 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Friday, August 19, 2022 10:48:03 AM (UTC-05:00) Eastern Time (US & Canada).

IHOP 36-157  
1503 Belvedere Road  
West Palm Beach, FL

Final Server 2  
i n h k m Sep 13 2022 22:08

Receipt no. 72/5584

CLERK ID: 300096000672

PREAUTH

VISA \*\*\*\*\*8843  
ENTRY METHOD: CHIP  
DATE: 09/13/2022 TIME: 22:07:54

INVOICE: 725594  
REFERENCE: 725594  
AUTH CODE: 086513

AMOUNT USD\$ 18.16

TIP USD\$ 10.00

TOTAL USD\$ 28.16

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT  
ACCORDING TO CARD ISSUER AGREEMENT  
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

X \_\_\_\_\_  
Cardholder Signature

APPLICATION LABEL: VISA CREDIT  
ATD: A000000031010  
IWP: 1-0008000  
SIB: 1-11209608000  
ISI: 6800  
ARC: 00  
CWN: SIGN  
MIDE: ISSUER

*Dinner with  
Insurance Agent  
from combined*

Customer Copy



Gallery Grille  
383 Tequesta Drive  
Tequesta, FL 33469

Server: Ashley G  
Check #40                      Table 8  
Guest Count: 7  
Ordered:    8/14/22 12:58 PM

4 Iced Tea	\$14.00
1 Sodas	\$3.50
1 Lemonade	\$3.50
1 Tuna Salad Sandwich	\$12.95
Rye	
Lettuce	
Fries	
Ice Burg	
Toasted	
2 Steakburger	\$27.90
medium	
Provolone	\$2.00
No Onion	
No Pickle	
1 Caesar Salad	\$8.95
Add Shrimp	\$8.00
Grilled	
1 Extra Grilled Shrimp	\$4.95
1 Steakburger	\$13.95
medium	
American	\$1.00
Fries	
No Pickle	
1 Cup Mushroom Soup	\$4.95
1 Ahi Tuna	\$12.95
1 Thanksgiving Sandwich	\$14.95
Subtotal	\$133.55
Tax	\$8.40
Total	\$142.95

follows us  
fb: @gallerygrillatequesta  
ig: @gallerygrillatequesta



Gallery Grille  
 383 Tequesta Drive  
 Tequesta, FL 33469

Server: Ashley B  
 Check #40 Table 6  
 Guest Count: 7  
 Ordered: 9/14/22 12:58 PM

Input Type C (EMV Chip Read)  
 UISA CREDIT xxxxxxxx6843  
 Time 1:38 PM

Transaction Type Sale  
 Authorization Approved  
 Approval Code 082009  
 Payment ID XKKx7rLuXnes  
 Application ID  
 A0000000031010

Application Label UISA CREDIT  
 Terminal ID  
 Card Reader BBPOS

Amount \$142.95  
 + Tip. 20.00  
 = Total: 164.95

  
 KEVIN B LUCAS  
*Lunch with office staff  
 Mayor, combine insurance*  
 Customer Copy

follows us  
 fb: @gallerygrilletequesta  
 ig: @gallerygrilletequesta

**ATTACHMENT 2 – FORMER COMMISSIONER, MARIE ROSNER’S WRITTEN  
RESPONSE****SABATINI LAW FIRM P.A.**

Anthony Sabatini  
Managing Partner  
Anthony@SabatiniLegal.com

Francheska Sabatini  
Partner  
Francheska@SabatiniLegal.com

Gavin Rollins  
Associate Attorney  
Gavin@SabatiniLegal.com

Sabatini Law Firm, P.A.  
1601 E. 1<sup>st</sup> Avenue  
Mount Dora, Florida 32757  
Phone: 352-455-2928  
Fax: 352-388-5126

March 24, 2026

Hillary Bojan  
Director of Audit  
Office of Inspector General  
100 Australian Ave.  
West Palm Beach, FL 33406

**Re: Response to Draft Audit Report – Marie Rosner**

Dear Ms. Bojan:

Our firm represents Marie Rosner in connection with matters referenced in the Draft Audit Report issued pursuant to Article XII, Section 2-427 of the Palm Beach County Code. This correspondence is submitted on her behalf in response to references concerning her prior service as a Town Commissioner for the Town of Jupiter Inlet Colony.

At the outset, it is important to clarify that Ms. Rosner served as an elected Town Commissioner in a strictly voluntary capacity. She received no salary, stipend, or any form of personal compensation from the Town. At no time did she receive any payment, reimbursement, or financial benefit from the Town in connection with the insurance matter referenced in the draft audit. She never submitted a claim under the policy and never received any proceeds or benefits of any kind.

To the extent the draft report suggests or implies that Ms. Rosner received compensation or any improper personal benefit, she respectfully disputes and does not concur with any such characterization or conclusion.

Further, this matter has previously been reviewed by the appropriate ethics authority. On two separate occasions, the allegations were dismissed after findings of no probable cause. These prior determinations are directly relevant and should be considered in evaluating any assertions contained in the draft report.

For context, the Town of Jupiter Inlet Colony is a small residential municipality consisting of approximately 240 homes and no commercial tax base. During the time period referenced in the draft report, the Town operated under its 1959 Charter, which remained in effect until the end of 2024. Under that Charter, the Town utilized a Strong Mayor form of government. The Mayor was a strong mayor who served as the chief executive officer of the Town and also acted as Police Commissioner. The Mayor was in charge of the administration of the Town and exercised primary executive authority over Town operations, while the Town Administrator was responsible for carrying out the day-to-day operations under that executive direction.

Importantly, under this form of government, individual Town Commissioners did not possess executive or administrative authority and were not responsible for the administration of Town operations, personnel decisions, or the implementation of policies. Commissioners functioned in a legislative and advisory capacity only, and necessarily relied upon information, direction, and implementation provided by the Mayor and administrative staff. Residents voted in March 2024 to amend the Charter and transition to a hybrid commission–town manager form of government.

Consistent with this structure, during her tenure, Ms. Rosner relied in good faith on the information and guidance provided by the Town Administrator and Town Clerk in carrying out her responsibilities. At that time, the Town did not provide a commissioner manual, formal orientation, or training regarding administrative procedures, insurance matters, or internal policies. As is the case under the Town's current form of government, commissioners necessarily depend on administrative staff to provide accurate and complete information in order to fulfill their duties.

With respect to the insurance matter referenced in the draft report, the policy at issue was obtained during the period governed by the 1959 Charter. Ms. Rosner paid for the policy using her own personal funds. Upon canceling the policy, she inquired of the Town Administrator in January 2024 as to whether any additional payment was due and was affirmatively advised that no further payment was owed. She did not receive any invoice, notice, or demand for payment from the Town at that time or thereafter.

More than one year later, in March 2025, following the appointment of a new Town Manager, Ms. Rosner was first presented with materials alleging that she had violated the Town Charter by receiving compensation. This was the first notice she received of any such allegation. She immediately and unequivocally stated that, should any amount be determined to be owed, she would promptly remit payment.

Notably, there is no evidence that the Town suffered any financial loss, damage, or adverse impact as a result of Ms. Rosner's actions. To the contrary,

Ms. Rosner subsequently learned that the insurance policy required a minimum number of participants in order for the Town to obtain coverage, and that her participation contributed to meeting that threshold. The policy cost her approximately \$6,000, while the Town may have avoided approximately \$15,000 in costs as a result of satisfying the participation requirement. These facts demonstrate not only the absence of any personal benefit, but also that her actions conferred a financial benefit to the Town rather than any harm. In light of these undisputed facts, any contrary finding would lack a clear evidentiary foundation and appear inconsistent with the actual record. Such a finding would also raise concerns under basic principles of due process and fundamental fairness recognized under Florida law, including the requirement that agency findings be supported by competent, substantial evidence.

Any travel or meeting attendance referenced in the draft report was undertaken solely in Ms. Rosner's official capacity as a Town Commissioner and in furtherance of her public duties. Her participation in meetings and committee work with the Florida League of Cities, including service on the Land Use and Economic Development Committee, was for the purpose of remaining informed regarding municipal legislation, land-use policy, and governance issues affecting Florida municipalities. The information obtained through such participation was regularly communicated to the Town Commission during duly noticed public meetings, thereby directly benefiting the Town and supporting informed municipal decision-making. Such participation is customary for municipal officials and consistent with the expectations of public service in similarly situated municipalities.

To the extent the draft report identifies or implies any impropriety related to such travel or meeting attendance, Ms. Rosner respectfully requests that the Office of Inspector General specifically identify the factual and legal basis for any such finding, including the particular policy, statute, or provision of the Town Charter allegedly implicated, and the conduct that is asserted to constitute a violation. In the absence of such specificity, Ms. Rosner is unable to fully respond to or address any such assertion.

Because the draft report references multiple individuals and circumstances, Ms. Rosner respectfully requests that any findings or conclusions attributed to her be clearly delineated and distinguished from those relating to others, and that her conduct be evaluated solely on its own specific facts and context.

Ms. Rosner expressly reserves all rights, claims, and defenses available to her under applicable law. Nothing contained herein shall be deemed a waiver of any such rights. To the extent the draft report contains, or could reasonably be interpreted to contain, any inaccurate, incomplete, or misleading statements concerning Ms. Rosner, she respectfully requests that such statements be corrected prior to issuance of any final

report. The inclusion of unsupported or ambiguous findings, particularly in the absence of clearly identified legal or factual bases, raises significant due process and fairness concerns. Ms. Rosner therefore reserves the right to challenge, supplement, or otherwise respond to any findings or conclusions in the final report that are not fully supported by competent, substantial evidence or applicable law, including where necessary to protect her professional and personal reputation.

Thank you for the opportunity to provide this response. This submission is intended to ensure that the factual record is complete and accurately reflects Ms. Rosner's understanding of the matters addressed in the draft report. Ms. Rosner respectfully requests that any portion of the final report referencing her include this response in its entirety so that her statements are not omitted, condensed, or taken out of context.

Respectfully,



Anthony F. Sabatini, Esq.  
Sabatini Law Firm, P.A.  
1601 E. 1st Ave.  
Mount Dora, FL 32757  
anthony@sabatinilegal.com  
T: (352)-455-2928

**ATTACHMENT 3 – FORMER MAYOR, DANIEL COMERFORD’S WRITTEN RESPONSE**

Davis, Barnard &  
Brandenburg, P.A.  
MUNICIPAL LAW GROUP

**KEITH W. DAVIS, ESQ.**

Florida Bar Board Certified Attorney in  
City, County and Local Government Law

E-mail: [keith@davislawteam.com](mailto:keith@davislawteam.com)

March 25, 2026  
Via e-mail to [hbojan@pbc.gov](mailto:hbojan@pbc.gov)

Hillary Bojan, Director of Audit  
Palm Beach County Office of Inspector General  
100 Australian Avenue  
West Palm Beach, Florida 33406

Re: Audit Report 2026-A-0003, Town of Jupiter Inlet Colony's Insurance Benefits and Former Mayor and Commissioner's Travel Expenses and Purchasing Card Purchases, March 4, 2026

Dear Ms. Bojan:

As you know, I am legal counsel to Dr. Comerford regarding, among other things, the above referenced matter. Thank you again for taking the time to meet with Dr. Comerford and me on March 23, 2026 regarding Draft Audit Report 2026-A-0003, and allowing Dr. Comerford to submit this follow up correspondence to memorialize the points we believe are important to include in the final audit report. Please also express our thanks to Ms. Dillard for taking the time to participate in that meeting; we understand that she is extremely busy preparing to transition into the role of Inspector General upon Mr. Carey's retirement departure at the end of May. We appreciate the professional courtesy both of you have extended.

As I initially explained to Ms. Dillard when I spoke with her on the telephone, the Jupiter Inlet Colony Town Manager did not advise Dr. Comerford that she had requested the audit<sup>1</sup>, or that it had taken place at all. Given that Dr. Comerford is central to the subject matter of the audit<sup>2</sup>, it is our opinion that this should have been done at the outset, if not as a matter of simple professional courtesy, then as a matter of practicality since Dr. Comerford was actually present when the matters now being audited occurred<sup>3</sup>.

<sup>1</sup> The SUMMARY section of the draft audit report indicates on Page 1, under the WHAT WE DID portion, that the audit was initiated based on a request from Jupiter Inlet Colony Management. Under the current Jupiter Inlet Colony form of government, the Town Manager is the Town's management.

<sup>2</sup> Dr. Comerford IS the "Former Mayor" as that term is used in the title of the audit report.

<sup>3</sup> This is in contrast to the Town Manager, who was not hired by the Town until August 2024, several months after the audit period had concluded.

---

701 Northpoint Parkway, Suite 205, West Palm Beach, FL 33407 | p (561) 586-7116  
[www.davislawteam.com](http://www.davislawteam.com)

◆ LEADING ATTORNEYS IN LOCAL GOVERNMENT LAW AND ETHICS ◆

We wish to generally address matters included within two of the four "Findings" sections of the draft audit report, those being Finding (2) regarding the then Town credit card use procedures, and Finding (3) regarding the Former Mayor's travel activities and the Town's then Travel Policy. We have nothing to add regarding the matters contained in Finding (1) regarding the provision of supplemental insurance benefits as our complete position on that topic was fully set out in the Palm Beach County Commission on Ethics case<sup>4</sup> wherein Dr. Comerford was found to have committed no violation of the Palm Beach County Code of ethics<sup>5</sup>. We have nothing to add regarding the matters contained in Finding (4) regarding the Town's information technology processes.

Finding (2) addresses the Town's credit card processes and comments on a number of credit card transactions that involved Dr. Comerford during his tenure as Mayor prior to his retirement in 2023.

- It is Dr. Comerford's position that all credit card transactions made by him on his Town issued credit card were subsequently presented to, and approved by, the Town Commission as part of the regular financial reporting process as a consent agenda action item. This position is taken upon information and belief. Town Commission meeting minutes are not available through the Town's website going back that far in time, and we did not have sufficient time between our meeting of March 23 at 2:00 pm and the writing of this correspondence to make a public records request and have it filled and still comply with your request to submit this correspondence no later than March 28.
- It is Dr. Comerford's position that the approval by the Town Commission of all credit card transactions as stated above fulfills the public purpose requirement. Dr. Comerford was adamant during our meeting, and he reiterates that he did not use the Town's credit card for personal reasons.
- Regarding the iPad purchase, Dr. Comerford acknowledges that this piece of equipment remained in his possession following his retirement; however, it had no value because by the time he retired, it was malfunctioning in terms of battery life, and it was outdated and obsolete in terms of software. Dr. Comerford acknowledges that the iPad was disposed of through a Verizon vendor and that no compensation was received in exchange. It should be noted that per Dr. Comerford's statement, the iPad was worth \$100.00 at the time it was turned in according to the Verizon store employee that handled the matter at the time.
- Regarding the payment of \$101.49 in sales tax, spread over 13 separate credit card transactions, Dr. Comerford acknowledged that on occasion over the years, a vendor (typically a hotel or restaurant) either had not been provided with the Town's tax exempt documentation ahead of time (for example a hotel at an out of town Florida League of Cities conference) or simply was not equipped with personnel or mechanics to void out sales tax on a transaction (for example a fast food restaurant, or other

---

<sup>4</sup> You have indicated on pages 14-15 of the Draft Audit Report that you have reviewed the Palm Beach County Commission on Ethics matter.

<sup>5</sup> It is worth noting that the complaint made by the Jupiter Inlet Colony Town Manager against Dr. Comerford to the Palm Beach County Commission on Ethics regarding the supplemental insurance benefits matter was fully dismissed by the Palm Beach County Commission on Ethics.

restaurant) and the choice was to not complete the transaction, not eat, or not stay at the hotel, or pay the nominal tax<sup>6</sup>.

- Dr. Comerford cannot speak to the several credit card transactions identified at the top of Page 20 of the Draft Audit Report which are alleged to have no documented public purpose without being shown the documentation. As we offered during our meeting on March 23, Dr. Comerford will be happy to review those transaction documents and provide explanation to the extent he was involved with those transactions.
- Dr. Comerford's position on the \$2,000.00 in gift cards, as he explained during our March 23, 2026 meeting is that they were purchased as Christmas gifts from the Town to a charity, and that the Town Commission authorized the expenditure and the donation. The charity was the "Edna Runner Senior Community Center."
- Finally, the matter of the \$1,398.60 payment to Dr. Comerford for vehicle repairs was fully explained by Dr. Comerford during our March 23, 2026 meeting. His personal vehicle was damaged while parked in his Town Hall parking space during normal business hours. The driver of the landscape maintenance vehicle that caused the damage fled the scene. Dr. Comerford paid for the cost of the repair personally. Town law enforcement investigated and prior to the Town filing charges for leaving the scene of an accident with property damage, the owner of the landscape company whose driver caused the damage reimbursed the Town for the cost of the repairs and that reimbursement was in turn paid back to Dr. Comerford. On information and belief, there will be police reports to document this incident. Dr. Comerford will also attempt to locate documentation of his personal payment for the vehicle repair. It is our opinion that this scenario created a legal obligation on the part of the Town to pay Dr. Comerford as it did.

Finding (3) addresses the Town's travel policies and certain travel activities undertaken by Dr. Comerford during his tenure as Mayor.

- Generally, it is Dr. Comerford's position that the travel he undertook and for which he sought reimbursement was always related to Town business, and typically was borne out of attendance at Florida League of Cities conferences in Orlando, Florida, or attendance at the Florida Legislature during legislative sessions in the same manner that elected officials statewide travel on behalf of their municipalities.
- Dr. Comerford also wishes to note, as he did during our March 23, 2026 meeting, that he never received reimbursement for use of his personal vehicle when on Town business at meetings and events within the Palm Beach County, Broward County, Miami-Dade County, and Treasure Coast region.
- On the occasions when Dr. Comerford was seen to have purchased two hotel rooms, it was because, as he explained during our March 23, 2026 meeting, he had the credit card and the then Vice mayor, Mr. Chip Block, was also attending the conference on behalf of the Town so both rooms were charged to the card under Dr. Comerford's name. There is no proof, no evidence whatsoever that private friends or guests of Dr. Comerford's were being put up in hotel rooms in violation of Town policy. We would consider any such allegation by current Town management to be defamatory in nature.

---

<sup>6</sup> In my experience as a local government attorney, I can attest that this is certainly not the first time I have been aware of the sales tax issue as this reality of life occurs from time to time.

- It is common knowledge statewide that the Florida League of Cities (FLC) hosts its annual conference and other legislative policy committee session in Orlando throughout the Summer and Fall in advance of each upcoming legislative session. This happens every year. Dr. Comerford, and at the time Vice Mayor Block, were well known to be advocates of municipal home rule and were counted regularly among those officials who actively worked for municipal home rule year after year. If the FLC conference materials (whatever those might be) were not handed in in any particular year, under the circumstances it is difficult to see how fault can be found for such a technical oversight that is related to such a well-known activity.
- The Draft Audit Report states that Dr. Comerford was on at least one occasion not reimbursed at the correct<sup>7</sup> IRS rate. Dr. Comerford was not responsible for calculating this rate for Town employees handling the reimbursement.
- Finally, and as stated above, it is Dr. Comerford's position that all travel expenses incurred by Dr. Comerford were subsequently presented to, and approved by, the Town Commission as part of the regular financial reporting process as a consent agenda action item. This position is taken upon information and belief. Town Commission meeting minutes are not available through the Town's website going back that far in time, and we did not have sufficient time between our meeting of March 23 at 2:00 pm and the writing of this correspondence to make a public records request and have it filled and still comply with your request to submit this correspondence no later than March 28.

We thank you again for the opportunity to meet and speak with you, and to provide this written statement for inclusion in your final audit report. Despite the fact that he has been retired from public service now for more than 1,000 days, Dr. Comerford will be happy to make himself available to review any documents or answer any questions you may have prior to your final report being published.

Sincerely,



Keith W. Davis, Esq.  
Attorney for Dr. Daniel J. Comerford, III.

KWD/br

---

<sup>7</sup> Interestingly, the Draft Audit Report does not elaborate on whether this error mitigates in favor of Dr. Comerford or the Town. In the event that the Town underpaid, is there a recommendation that the Town correct this error and fully compensate Dr. Comerford per the correct rate?