



TOWN OF MELBOURNE BEACH

REGULAR TOWN COMMISSION MEETING

JUNE 19, 2024

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Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING June 19, 2024 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE AGENDA

**The Town Commission will conduct a Regular Town Commission Meeting
on Wednesday, June 19, 2024, in the Community Center
to address the items below**

Commission Members:

Mayor Alison Dennington
Vice Mayor Sherri Quarrie
Commissioner Corey Runte
Commissioner Marivi Walker
Commissioner Adam Meyer

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, Unfinished Business, and New Business.

The public is advised that members of the Town Commission may be in attendance and participate in proceedings of the board. Attorney General Opinions (AGO) AGO 91-95, AGO 98-14, AGO 2000-68.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance and Moment of Silence**
4. **Meeting Agenda – Additions/Deletions/Changes**
5. **Consent Agenda**
 - A. Approval of the Regular Town Commission Meeting action minutes May 15, 2024
 - B. Approval on changing the Ryckman House Historical Preservation and Awareness Board meeting time to 4:00 p.m.
6. **Proclamations/Presentations/Awards**
 - A. Presentation by the Parks Board on Veterans Park, Bicentennial Park water feature, and playground equipment
 - B. Presentation by the Melbourne Beach Volunteer Firefighters Association for the donation of a new marine rescue boat to the Melbourne Beach Volunteer Fire Department
 - C. Presentation by Town Attorney Ryan Knight on Robert’s Rules of Order
7. **Finance/Budget Report**
8. **Department and Board/Committee Reports**
 - A. Public Works Department
 - B. Building Department
 - C. Code Enforcement
 - D. Fire Department
 - E. Police Department
 - F. Town Clerk
9. **Public Comment (Non-Agenda Items)**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.
10. **Public Hearings/Special Orders**
 - A. Ordinance 2024-03 Camping Prohibited – Second reading
AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73-20, “CAMPING PROHIBITED,” IN THE CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
 - B. Ordinance 2024-04 Prohibit Smoking – Second reading
AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING

CHAPTER 73, ARTICLE VI, “PARKS AND BEACHES” IN THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN TOWN PARKS AND PUBLIC BEACHES; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11. Unfinished Business

- A. Consideration on the lifeguard contract for 2024-2025 – Town Manager Elizabeth Mascaro
- B. Consideration of replacing all of the curbing on Riverside Dr as part of the repaving project – Town Manager Elizabeth Mascaro
- C. Ordinance 2024-01 Sheds – First reading

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX “A” OF THE TOWN CODE OF ORDINANCES OF MELBOURNE BEACH, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-57 RELATING TO UTILITY SHEDS AND SETBACK REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

12. New Business

- A. Consideration of volunteer board member application from Tim Reed for the Board of Adjustment – Town Clerk Amber Brown
- B. Discussion on implementing a moratorium on traffic changes, and reviewing the policy for updates – Mayor Alison Dennington
- C. Discussion on Ocean Ave speed bumps and stop signs – Mayor Alison Dennington
- D. Consideration of creating a municipal citizens academy – Mayor Alison Dennington
- E. Consideration on changing the rank of a Lieutenant to Deputy Chief within the Police Department- Police Chief Tim Zander
- F. Consideration of the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management – Town Manager Elizabeth Mascaro
- G. Consideration to renew the contract for James Moore – Town Manager Elizabeth Mascaro

13. Administrative Reports

- A. Town Attorney
- B. Town Manager

14. Commission Reports

15. Task List

16. Public Comment

17. Adjournment

Town of Melbourne Beach

REGULAR TOWN COMMISSION MEETING May 15, 2024 at 6:00 p.m. COMMUNITY CENTER - 509 OCEAN AVENUE

ACTION MINUTES

Commission Members:

Mayor Alison Dennington
Vice Mayor Sherri Quarrie
Commissioner Corey Runte
Commissioner Marivi Walker
Commissioner Adam Meyer

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

1. Call to Order

Mayor Alison Dennington called the meeting to order at 6:03 p.m.

2. Roll Call

Town Clerk Amber Brown conducted a roll call

Commission Members Present

Mayor Alison Dennington
Vice Mayor Sherri Quarrie
Commissioner Corey Runte

Commission Members Absent

Commissioner Marivi Walker
Commissioner Adam Meyer

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Finance Manager Jennifer Kerr
Building Official Robert Bitgood
Fire Chief Gavin Brown
Police Chief Tim Zander
Public Works Director Tom Davis
Town Clerk Amber Brown

3. Pledge of Allegiance and Moment of Silence

Mayor Alison Dennington led the Pledge of Allegiance.

4. Meeting Agenda – Additions/Deletions/Changes – 3:17

Commissioner Corey Runte moved to approve the agenda as presented; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

5. Consent Agenda – 3:46

- A. Approval of the Regular Town Commission Meeting action minutes April 17, 2024
- B. Appointment of Edilene Johansson as an Alternate to the Parks Board

Vice Mayor Sherri Quarrie made a motion to approve the Consent Agenda; Commissioner Corey Runte seconded; Motion carried 3-0.

6. Proclamations/Presentations/Awards

- A. Presentation of a proclamation recognizing May 18th through May 24th, 2024 as National Safe Boating Week – 5:20
- B. Presentation by Town Attorney Ryan Knight – 12:19

7. Finance/Budget Report – 26:24

Commissioner Corey Runte made a motion to approve the finance report as presented; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

8. Department and Board/Committee Reports – 27:38

- A. Public Works Department
- B. Building Department
- C. Code Enforcement
- D. Fire Department
- E. Police Department
- F. Town Clerk

9. Public Comment (Non-Agenda Items) – 57:32

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.

Frank LaGrassa – 412 First Ave – Frank Lagrassa held his comment until the parking restrictions agenda item.

10. Public Hearings/Special Orders

- A. Ordinance 2024-02 Repealing Ordinance 2023-02 Second Kitchens – Second reading – 59:21

**AN ORDINANCE OF THE TOWN OF MELBOURNE
BEACH, BREVARD COUNTY, FLORIDA, REPEALING**

ORDINANCE 2023-02 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Corey Runte moved to approve Ordinance 2024-02 repealing Ordinance 2023-02 Second Kitchens as presented second and final reading; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

11. Unfinished Business

- A. Consideration of replacing all of the curbing on Riverside Dr as part of the repaving project – Town Manager Elizabeth Mascaro – 1:00:48

Recess from 7:20 p.m. until 7:25 p.m.

Town Clerk Amber Brown conducted a roll call

Commission Members Present

Mayor Alison Dennington
Vice Mayor Sherri Quarrie
Commissioner Corey Runte

Commission Members Absent

Commissioner Marivi Walker
Commissioner Adam Meyer

Staff Members Present

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Building Official Robert Bitgood
Police Chief Tim Zander
Public Works Director Tom Davis
Town Clerk Amber Brown

Failed for a lack of motion

12. New Business

- A. Consideration of changes to 7A-50 Off-Street Parking – 1:23:31

***Mark McBride – 310 Second Ave** – Spoke about decorum and not being in favor of anything that develops the Town more.*

***John Butler – 312 Avenue A** – Spoke about being uncomfortable with development and had a few questions.*

***Frank LaGrassa – 412 First Ave** – Spoke about not wanting to see anything else on Ocean Ave.*

***Mike Krajic – 2103 Neptune** – Said a prayer and spoke about businesses should have to apply for a variance.*

Failed for a lack of motion

- B. Ordinance 2024-01 Sheds – First reading – 2:15:24

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX “A” OF THE TOWN CODE OF ORDINANCES OF MELBOURNE BEACH, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-57 RELATING TO

**UTILITY SHEDS AND SETBACK REQUIREMENTS;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

Town Attorney Ryan Knight spoke about adding a clause to grandfather sheds in.

Matt Harris – 314 Avenue B – Asked what the changes are.

Commissioner Corey Runte moved to table Item B under New Business Ordinance 2024-01 Sheds; Vice Mayor Sherri Quarrie seconded; Motion failed for a lack of quorum 2-0 with Mayor Alison Dennington abstaining from the vote.

Town Clerk Amber Brown reminded Mayor Alison Dennington to submit a Form 8B.

C. Ordinance 2024-03 Camping Prohibited – First reading 2:21:35

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73-20, “CAMPING PROHIBITED,” IN THE CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Corey Runte made a motion to approve this Ordinance with one correction of zero hours allowed versus the 72 hours currently in the language;

Commissioner Corey Runte amended his motion to approve as presented with Section B removing all words after Town limits; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

D. Ordinance 2024-04 Prohibit Smoking – First reading – 2:26:53

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73, ARTICLE VI, “PARKS AND BEACHES” IN THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN TOWN PARKS AND PUBLIC BEACHES; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Corey Runte made a motion to approve Ordinance 2024-04 as presented with one change adding the restriction of vaping, adding the word vaping to section 73-60 within the public parks section; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

- E. Consideration of transcription services for the Town Clerk – Town Manager Elizabeth Mascaro- 2:33:05

Commissioner Corey Runte moved to approve transcription services for the Town Clerk with the following conditions: 1. Not to exceed amount of roughly 3-4 thousand dollars whatever the factual amount is on record from the Mayor's donation 2. Satisfactory review and execution of the contract presented by the service to the Town Manager and only the Town Manager; Vice Mayor Sherri Quarrie seconded; Motion carried 3-0.

- F. Consideration of purchasing a truck for the Building Department – 2:40:31

Vice Mayor Sherri Quarrie made a motion to approve the request for the building department truck for the funds to come out of the enterprise fund of the building department offset by the sale of the Camry; Commissioner Corey Runte seconded; Motion carried 3-0.

13. Administrative Reports – 2:52:53

- A. Town Attorney
- B. Town Manager

14. Commission Reports

15. Task List

16. Public Comment

17. Adjournment

Commissioner Corey Runte moved to adjourn; Vice Mayor Sherri Quarrie seconded, Motion carried 3-0.

Meeting adjourned at 9:08 p.m.

Town Commission Meeting

Section: Consent Agenda

Meeting Date: June 19, 2024

From: Amber Brown, Town Clerk

RE: Ryckman House Historical Preservation and Awareness Board change in meeting time

Background Information:

The Ryckman House Historical Preservation and Awareness Board has requested to change their meeting time from 4:30 pm to 4:00 pm.

Recommendation:

Approve the Ryckman House Historical Preservation and Awareness Board's request to change their meeting time to 4:00 pm as part of the Consent Agenda.

Attachments:

None

Parks Board

Honor our Veterans
Bicentennial Water Feature
Playground Equipment



Community Thoughts/Feedback

June 20, 2024



Honor our Veterans

Town Commission asked the Parks Board to explore creating a memorial in Veterans Park to honor our military population.

Hometown Heroes & Veteran's Park

Hometown Heroes

Program Requirements

Honoree must be a United States Armed Forces active duty or honorably discharged service member or a military service member who has died in the line of duty.

Honorees must also be:

- A current Town of Melbourne Beach* resident, OR
- A business/property owner in the Town of Melbourne Beach*, OR
- An immediate family member** of a current Town of Melbourne Beach resident or business/property owner, OR
- A Town of Melbourne Beach employee.

**Immediate family members include wife or husband, son or daughter, mother or father, brother or sister, grandson or granddaughter, or son-in-law or daughter-in-law.

Banner placement – Ocean Avenue

Cost – evaluate Town or corporate sponsorship – cost est \$100-125 per sign



Hometown Heroes

Next Steps

Establish website and define process for ordering
 Promote during July 4 and Melbourne Beach Facebook or other social
 Determine when to showcase; for example, Memorial Day or Veteran's Day

Things to Consider

Annual campaign
 Establish website
 Return banner to family



Veterans Park

Memorial Pathway or Honor Pathway

Personalized bricks/pavers with veteran's name/military emblem

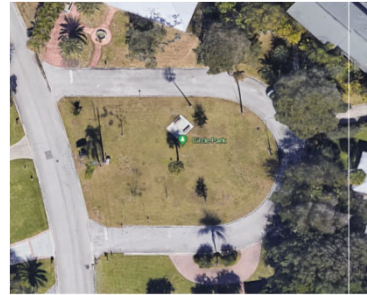
- Program requirements - same as Hometown Heroes
- Cost for personalization covered by individuals/families

Possible vendor: Polar Engraving – Naples, FL (licensed to use military emblems/used by Gemini Elementary)

Refresh landscaping

- Incorporate low profile native plants
- Memorial/Honor path design
- Option - Memorial/Honor stone (natural stone)
- Option – 6 trees to represent branches of service

3 Vendors: Go Native Landscaping, Sun Harbor and Melbourne



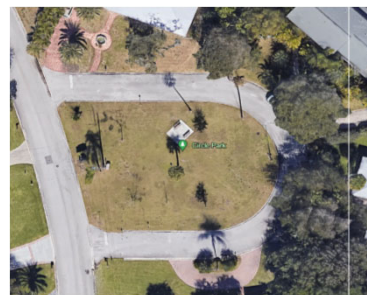
Veteran's Park

Next Steps

- Meet with Vendors and review Required Components
 - Vendor submission deadline is July 1
- Define process for ordering personalized bricks
- Promote during July 4 and on Melbourne Beach Facebook

Things to Consider

- Peaceful place to honor our Veterans
- Pedestrian park
 - No car parking
- Immediate neighbors
 - Promote greenspace
 - Minimize hardscape
- Additional future brick additions or one-time only?
- Maintenance
- Cost



Bicentennial Park

Town Commission asked the Parks Board to review \$1,500 water feature donation.

Things to Consider

Water and power are available

- Does the water need to be potable?
 - Gum up pump and weir, stain materials
- Power cost of pump/lights (always on?)

Maintenance

- Coastal elements – salt, sun and heat corrosion
 - Commercial grade/material selection important

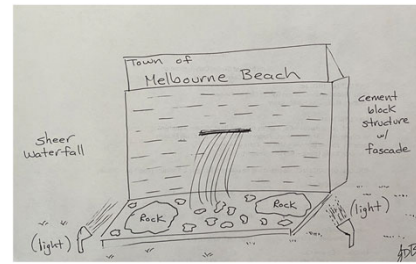
Water

- Assume 15-20 Gallons per minute /foot of feature
- Need for rocks, grating, tank/trough (3x flow of feature)
- Will water attract mosquitoes? (pump stops or clogs)

Aesthetics

- Representative of Town
- Florida Vernacular/Coquina/Coastal/Authentic
- Consistency of Welcome to Melbourne Beach signage through Town
- Front/Back both need to be finished

Is "water feature" a requirement of the donation? Consider donation for existing Melbourne Beach signs or low-profile landscaping refresh.



Playground Equipment

Town Commission asked the Parks Board to explore playground equipment replacement.

Vision

Replace playground equipment

- Evaluate 2 design themes
- Evaluate 3 age groups of equipment
 - Price age groups separately
- Gather cost estimates
- Determine installation timeline
- Gather feedback and present recommendation to Town Commission likely in August or September



Thank you

Veterans Park Enhancement

-DRAFT -Required Components

Concrete Pad:

- Demo Existing and provide new paver deck of the same size OR Paver over existing deck if that makes more sense for longevity/cost.
- Provide 2-4 Benches, anchored to the pad, to match style and colors of other benches in Town.
 - Consider including thoughtful military/patriotic quotes engraved on benches for thoughtful reflection.
 - EX) “The willingness of America’s veterans to sacrifice for our country has earned them our lasting gratitude”. ~Jeff Miller (Florida Politician/Chairman of the House Veteran’s Affairs Committee till 2017)
 - EX2) “A hero is someone who has given his or her life to something bigger than oneself.” ~Joseph Campbell (American writer)

Landscaping:

- Provide native colorful, low density, low height, low-maintenance plants around the border of the bench pad. Minimum 2 different types of plants.
- Provide edging around plant beds. **Town to provide type?**
- Provide mulch in plant beds, min 4” deep. Mulch materials shall match type and color of other Melbourne Beach park beds.
- Provide rock sign with contrasting letters spelling out VETERANS PARK in letters 6” or greater. Letters may be etched and dyed into the rock or elevated and permanently attached to the rock. See inspiration photos.
- Provide Six (6) trees: Oak, Royal Poinciana **or other**
- Maintain existing greenspaces not noted for work and/or repair to original condition.

Paver Pathways:

- Provide two independent curvilinear pathways to the existing pad location.
- Provide each curvilinear Paver Pathway with a minimum length of 25’-0” down the centerline of the path.
- Pathways shall be a combination of standard pavers and custom etched brick pavers such as those by Polar Engraving.
- Provide Paver Pathway with a minimum width of 4’-0”, meeting ADA Accessible Route requirements. Edges shall be smooth.



Inspiration 1



Inspiration 2

Attachments:	None
Date Prepared:	6-12-2024
Prepared By:	Fire Chief Gavin Brown
Meeting Date:	June 19 th , 2024

Agenda Category:

<input type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input checked="" type="checkbox"/>	Presentations	<input type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input type="checkbox"/>	Other:

Subject:	Donation of a new marine rescue vessel (boat) to the Melbourne Beach Volunteer Fire Department by the Melbourne Beach Volunteer Firefighters Association.
Recommended Action:	
Background Information:	<ol style="list-style-type: none"> The Melbourne Beach Volunteer Fire Department established its Marine Rescue Division in 1995 after a near-drowning incident occurred in Melbourne Beach that required a water rescue, and no rescue vessel or equipment was available to assist. Fire Department members with no training or equipment swam out approx. 350 yards and were able to save the man, but it was apparent that something needed to be done to address these type incidents in a safer and more efficient manner. In partnership with the Indialantic Fire Department, the programs developed were among the first in the area to address ocean and river rescue incidents. The MBVFD Inc., now known as the Melbourne Beach Volunteer Firefighters Association, purchased the first watercraft for use by the Department with donated funds (not tax dollars); a 13ft inflatable model 380 Avon with a 20hp motor.

2. Since then, the Melbourne Beach Volunteer Firefighters Association has assisted in funding the Department's Marine Rescue program with the purchase of needed items such as UTVs, Jet Skis, Boats, and other misc. equipment (lifejackets, helmets, rescue floatation devices, flashlights, etc.). This means that with the exception of routine maintenance and ongoing operational costs (fuel, repairs, etc.), there are no tax dollars spent on the initial purchase of these items.
3. The Melbourne Beach Volunteer Firefighters Association is a separate not-for-profit 501c(3) organization that fundraises for the purpose of supporting the Department with local community safety initiatives and volunteer recruitment and retention. The Association raises donation funding through various sources such as an annual mailer sent to residents, proceeds from community events such as the 4th of July party in the park and pancake breakfast, and through donations from other local organizations and community members.
4. For the past year, the Melbourne Beach Volunteer Firefighters Association has been working with Fire Department leadership to investigate options for replacing the Department's current marine rescue vessel, a 2007 19ft Carolina Skiff with a 90hp motor. The current vessel has been used in numerous rescues over the years as well as to support other unusual missions such as containing a large oil and gas spill in the Indian River, and shuttling the SWAT team in searching for a high risk suspect.
5. Although the current vessel was effective for many years, it has started experiencing more critical mechanical issues and lacks some of the technology, equipment, and safety features of newer vessels.

	<ol style="list-style-type: none"><li data-bbox="808 241 1497 661">6. The new vessel was purchased for \$70,000, and is a lightly used 22ft pathfinder that was previously owned by the Indian River Sheriff's Office Special Operations Unit. The new vessel has significantly better technology and many improvements that will allow the Fire Department to better serve the community in times of need. In addition to the new vessel, the Volunteer Firefighters Association has allocated an additional \$5,000 for upgrades, to be determined by the Department's Marine Rescue Committee.<li data-bbox="808 703 1481 892">7. After considering different options such as dock or boatlift, the decision has been made to continue to store the boat trailered in the fire station to lessen the daily impact to the community.<li data-bbox="808 934 1485 1039">8. The new vessel will be on display for the community to see at the Firefighters Association 4th of July in the Park event.
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Section IV

Robert's Rules of Order

Introduction to Robert's Rules of Order

1. What is Parliamentary Procedure?
2. Why is Parliamentary Procedure important?
3. Example of the Order of Business
4. Motions
5. Types of Motions
6. How are Motions presented?
7. Voting on a Motion

1. What is Parliamentary Procedure?

It is a set of rules for conduct at meetings that allows everyone to be heard and to make decisions without confusion.

2. Why is Parliamentary Procedure important?

Because it's a time-tested method used for conducting business at meetings and public gatherings. It can be adapted to fit the needs of any organization. Robert's Rules of Order is the basic handbook of operation for most clubs, organizations and other groups – so it's important to know the basic rules.

3. Organizations using parliamentary procedure usually follow a fixed order of business (Agenda), for example:

1. Call to order
2. Roll call & determination of quorum
3. Reading/approval of minutes of last meeting
4. Officer's/Staff's report
5. Committee report
6. Special orders
7. Unfinished/Old Business
8. New Business
9. Announcements/Board Discussion
10. Adjournment

4. The method used by members to express themselves is in the form of "moving motions". A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:

1. Call to Order
2. Second motions
3. Debate motions
4. Vote on motions

5. There are four Basic Types of Motions:

1. *Main Motions*: the purpose of a main motion is to introduce items to the membership for consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.
2. *Subsidiary Motions*: the purpose of subsidiary motions is to change or affect how a main motion is handled, and is voted on before a main motion.
3. *Privileged Motions*: the purpose of a privileged motion is to bring up items that are urgent about special or important matter unrelated to pending business.
4. *Incidental Motions*: the purpose of an incidental motion is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.

6. How are Motions presented?

1. Obtaining the floor
 - a. Wait until the last speaker has finished
 - b. Raise your hand and address the Chairman by saying, "Mr. Chairman"
 - c. Wait until the Chairman recognizes you before speaking
2. Make your motion
 - a. Speak in a clear and concise manner
 - b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not ...".
 - c. Avoid personalities and stay on topic/subject
3. Wait for someone to second your motion
4. Another member will second your motion or the Chairman will call for a second.
5. If there is no second to your motion, the motion "dies" for lack of a "second".
6. The Chairman re-states Your motion
 - a. the Chairman states, "it has been moved and seconded that we ...". Thus placing your motion before the members for consideration and action.
 - b. The membership then either debates your motion, or may move directly to a vote.
 - c. Once your motion is presented to the membership by the Chairman, it becomes "assembly property" and cannot be changed by you without the consent of the members.
7. Expanding on Your Motion
 - a. The time for you to speak in favor of your motion is at this time – not when you present it.
 - b. The mover is always allowed to speak first.
 - c. All comments and debate must be directed to the Chairman.
 - d. Keep to the time limit for speaking that has been established.

e. The mover may speak again only after other speakers are finished, unless called upon by the Chairman.

8. Putting the Question (Motion) to the Membership

- a. The Chairman asks, "Are you ready to vote on the question/motion?"
- b. If there is no more discussion, a vote is taken.
- c. On a motion to move the previous question may be adapted.

7. **Voting on a Motion:**

The method of vote on any motion depends on the situation and the by-laws of the Board. There are five methods used to vote by most organizations:

1. By Voice – the Chairman asks those in favor to say, "aye", those opposed to say "no". Any member may move for an exact count.
2. By Roll Call – the member answers "yes" or "no" as his/her name is called. This method is used when a record of each person's vote is required or desired.
3. By General Consent – when a motion is not likely to be opposed, the Chairman says, "if there is no objection ... " The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.
4. By Division – this is a slight verification of a voice vote. It does not require a count unless the Chairman so desires – members raise their hands or stand.
5. By Ballot – members write their vote on a slip of paper; this method is used when secrecy is desired.*

There are two other motions that are commonly used relating to voting:

1. Motion to Table – this motion is often used in the attempt to "kill" a motion. The option is always present, however, to "take from the table", for reconsideration by the membership.
2. Motion to Postpone Indefinitely – this is often used as a means of parliamentary strategy and allows opponents of the motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.

Parliamentary Procedure is the best way to get things done at your meetings:

1. Allow motions that are in order;
2. Have members obtain the floor properly;
3. Speak clearly and concisely;
4. Obey the rules of debate; and most importantly ...
5. Be courteous.

Information courtesy of: <http://www.robertsrules.org>



Memo

To: Mayor, Vice Mayor and Commissioners
From: Jennifer Kerr, Finance Manager
Date: June 12, 2024
Re: May Fiscal Year 2024

We are in the Eighth month of our fiscal year 2024. The target expenditure rate for May is 67.00%. All departments are in the process of purchasing all budget approved capital items. Some budget lines are fully expended early in the budget year while other lines like salaries and health insurance are paid on a monthly basis. The total General Fund expenditure rate, year to date is 63.69%. The Departmental expenditure rate breakdown is as follows:

Legislative:	68.07%
Executive:	61.85%
Finance:	65.53%
Legal:	61.17%
Comp & Plan:	16.05%
General Services:	49.42%
Law Enforcement:	62.33%
Fire:	68.11%
Code:	46.27%
Public Works:	59.07%
Grounds Keeping:	45.02%
Parks:	39.58%

Discussion Items:

The Town received Parking Revenue for May FY2024 in the amount of \$21,917.11. Parking revenue for May FY2023 was \$20,273.49.

- A Fiscal Year (FY) parking comparison is attached.

I attended the Florida Government Finance Officers Association (FGFOA) Annual Conference from May 19, 2024 to May 22, 2024. The conference provides classes on government accounting, audits, human resources, disaster recovery through FEMA, and financial reporting, as well as, opportunities to network with other local government entities.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH
Balance As Of 05/31/2024

Fund: 001 GENERAL FUND

Account Category: Revenues

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-00-311.00.00	AD VALOREM TAXES	2,685,662.00	2,685,662.00	0.00	82,648.49	96.92
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	125,000.00	125,000.00	0.00	58,250.96	53.40
001-00-314.10.00	UTILITY SERVICES TAX FPL	276,000.00	276,000.00	0.00	91,346.90	66.90
001-00-314.30.00	UTILITY SERVICES TAX WATER	54,000.00	54,000.00	0.00	19,662.66	63.59
001-00-314.40.00	UTILITY SERVICES TAX GAS	0.00	0.00	0.00	(96.26)	100.00
001-00-314.40.10	UTILTIY GAS TAX AMERIGAS	8,500.00	8,500.00	0.00	2,756.83	67.57
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,300.00	1,300.00	0.00	489.09	62.38
001-00-314.40.30	UTILTIY GAS TAX FERRELL	2,500.00	2,500.00	0.00	43.79	98.25
001-00-314.40.40	UTILITY GAS TAX SAM'S GAS	100.00	100.00	0.00	(384.51)	484.51
001-00-314.40.50	UTILITY SERVICE GAS TAX THOMPSONGAS	0.00	0.00	0.00	(321.96)	100.00
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	145,000.00	145,000.00	0.00	65,186.35	55.04
001-00-316.00.00	OCCP. LIC	15,000.00	15,000.00	0.00	3,012.81	79.91
001-00-323.10.00	FRANCHISE FEES FPL	215,000.00	215,000.00	0.00	106,583.01	50.43
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	44,000.00	44,000.00	0.00	10,879.24	75.27
001-00-323.70.10	SOLID WASTE COMMERCIAL	15,000.00	15,000.00	0.00	4,101.80	72.65
001-00-329.20.00	BONFIRE PERMIT	350.00	350.00	0.00	(550.00)	257.14
001-00-329.50.00	LOW SPEED VEHICLE REGISTRATION	500.00	500.00	0.00	(800.00)	260.00
001-00-329.50.10	LOW SPEED VEHICLE PERMIT FEE	600.00	600.00	0.00	(350.00)	158.33
001-00-331.12.00	FEMA	0.00	0.00	0.00	(41,906.43)	100.00
001-00-334.10.00	FEMA STATE GRANT	0.00	0.00	0.00	(1,786.46)	100.00
001-00-334.40.00	FMIT SAFETY GRANT	7,000.00	7,000.00	0.00	7,000.00	0.00
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	112,000.00	112,000.00	0.00	41,272.36	63.15
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	4,300.00	4,300.00	0.00	326.79	92.40
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	225,000.00	225,000.00	0.00	108,070.58	51.97
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	1,200.00	1,200.00	0.00	0.00	100.00
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	1,600.00	1,600.00	0.00	(200.00)	112.50
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	4,000.00	4,000.00	0.00	0.00	100.00
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	4,725.00	4,725.00	0.00	525.00	88.89

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-00-361.10.00	INTEREST ON INVESTMENTS	12,000.00	12,000.00	0.00	(6,925.26)	157.71
001-00-369.00.00	MISCELLANEOUS REVENUE	2,500.00	2,500.00	0.00	(7,554.66)	402.19
001-00-369.00.49	INSURANCE RECOVERY	100.00	100.00	0.00	100.00	0.00
001-00-381.00.00	TRANSFERS IN	194,000.00	194,000.00	0.00	194,000.00	0.00
						82.31
Department: 21 LAW ENFORCEN						
001-21-312.52.00	INSURANCE PREMIUM TAX	45,500.00	45,500.00	0.00	45,500.00	0.00
001-21-337.20.00	SCHOOL RESOURCE OFFICER	68,500.00	68,500.00	0.00	17,125.00	75.00
001-21-337.90.01	OTHER GRANTS	6,000.00	6,000.00	0.00	6,000.00	0.00
001-21-347.90.01	SPECIAL EVENTS	0.00	0.00	0.00	(1,120.00)	100.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	5,000.00	5,000.00	0.00	1,816.98	63.66
001-21-351.13.00	PARKING TICKETS	500.00	500.00	0.00	500.00	0.00
001-21-351.13.10	ACCIDENT REPORT	200.00	200.00	0.00	45.00	77.50
001-21-364.10.00	DISPOSAL OF ASSETS - VEHICLES	200.00	200.00	0.00	200.00	0.00
001-21-369.00.00	MISCELLANEOUS REVENUE	100.00	100.00	0.00	96.00	4.00
						44.32
Department: 22 FIRE CONTROL						
001-22-322.30.00	FIRE PROTECTIVE SERVICES	2,000.00	2,000.00	0.00	(1,590.00)	179.50
001-22-364.20.00	DISPOSAL OF ASSETS - OTHER	100.00	100.00	0.00	100.00	0.00
001-22-369.55.10	SHARED TRAINING	500.00	500.00	0.00	500.00	0.00
						138.08
Department: 29 CODE ENFORCE						
001-29-359.00.00	OTHER FINES AND FORFEITURES	1,000.00	1,000.00	0.00	1,000.00	0.00
						0.00
Department: 41 PUBLIC WORKS						
001-41-364.10.00	DISPOSAL OF ASSETS - VEHICLES	500.00	500.00	0.00	500.00	0.00
001-41-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	(721.00)	100.00
						144.20

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Department: 72 PARKS & RECRE.						
001-72-347.41.00	FOUNDER'S DAY	7,000.00	7,000.00	0.00	(332.50)	104.75
001-72-347.50.00	FACILITY RENTALS	6,000.00	6,000.00	0.00	3,480.00	42.00
001-72-366.19.00	TH DONATIONS - KIDS BUSINESS FAIR	5,000.00	5,000.00	0.00	(1,640.00)	132.80
						91.63
Overall Revenue Rate:						81.26
Account Category: Expenditures						
Department: 00						
001-00-581.00.00	TRANSFER OUT	441,761.00	441,761.00	0.00	0.00	100.00
						100.00
Department: 11 LEGISLATIVE						
001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	16,200.00	0.00	7,616.77	52.98
001-11-500.12.00	REGULAR SALARIES	60,113.00	60,113.00	0.00	21,203.17	64.73
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	5,838.00	5,838.00	0.00	2,312.10	60.40
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	8,157.00	8,157.00	0.00	2,876.95	64.73
001-11-500.23.01	HEALTH INSURANCE	6,534.00	6,534.00	0.00	1,995.75	69.46
001-11-500.23.02	LIFE INSURANCE	71.00	71.00	0.00	20.33	71.37
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	244.00	244.00	0.00	193.57	20.67
001-11-510.31.00	PROFESSIONAL SERVICES	250.00	250.00	0.00	250.00	0.00
001-11-510.40.00	TRAVEL & MEETINGS	4,465.00	4,465.00	0.00	3,060.38	31.46
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,100.00	2,100.00	0.00	1,060.87	49.48
001-11-510.47.00	PRINTING	12,593.00	12,593.00	0.00	7,708.92	38.78
001-11-510.48.00	PROMOTIONAL ACTIVITIES	800.00	800.00	0.00	650.24	18.72
001-11-510.48.40	LEGAL NOTICES	10,000.00	10,000.00	0.00	9,715.14	2.85
001-11-510.49.50	ELECTION EXPENSE	11,000.00	11,000.00	0.00	948.16	91.38
001-11-510.54.00	DUES & SUBSCRIPTIONS	720.00	720.00	0.00	(110.00)	115.28
001-11-510.54.10	TRAINING & SCHOOLS	3,560.00	3,560.00	0.00	2,296.00	35.51
001-11-510.64.01	CAPITAL OUTLAY	85,700.00	85,700.00	4,740.00	869.76	98.99
001-11-543.00.00	LICENSES & FEES	34,267.00	34,267.00	0.00	16,442.48	52.02
						68.07

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Department: 12 EXECUTIVE						
001-12-500.12.00	REGULAR SALARIES	147,720.00	147,720.00	0.00	53,773.26	63.60
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	11,301.00	11,301.00	0.00	3,248.74	71.25
001-12-500.22.01	RETIREMENT - ICMA	15,247.00	15,247.00	0.00	5,618.17	63.15
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	4,937.00	4,937.00	0.00	1,817.33	63.19
001-12-500.23.01	HEALTH INSURANCE	28,117.00	28,117.00	0.00	11,785.96	58.08
001-12-500.23.02	LIFE INSURANCE	828.00	828.00	0.00	280.81	66.09
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	212.00	212.00	0.00	87.81	58.58
001-12-510.40.00	TRAVEL & MEETINGS	1,820.00	1,820.00	0.00	1,680.52	7.66
001-12-510.49.99	MISCELLANEOUS	300.00	300.00	0.00	300.00	0.00
001-12-510.52.50	GAS & OIL	2,400.00	2,400.00	0.00	800.00	66.67
001-12-510.54.00	DUES & SUBSCRIPTIONS	3,511.00	3,511.00	0.00	2,124.73	39.48
001-12-510.54.10	TRAINING & SCHOOLS	1,680.00	1,680.00	0.00	1,680.00	0.00
						61.85
Department: 13 FINANCE						
001-13-500.12.00	REGULAR SALARIES	112,950.00	112,950.00	0.00	40,280.87	64.34
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	8,641.00	8,641.00	0.00	3,100.27	64.12
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	15,327.00	15,327.00	0.00	5,465.72	64.34
001-13-500.23.01	HEALTH INSURANCE	39,000.00	39,000.00	0.00	21,619.74	44.56
001-13-500.23.02	LIFE INSURANCE	297.00	297.00	0.00	195.66	34.12
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	158.00	158.00	0.00	63.67	59.70
001-13-510.32.00	AUDITING SERVICES	32,600.00	32,600.00	0.00	1,750.00	94.63
001-13-510.32.90	BANKING FEES	12,916.00	12,916.00	0.00	5,914.67	54.21
001-13-510.40.00	TRAVEL & MEETINGS	1,221.00	1,221.00	0.00	463.87	62.01
001-13-510.47.00	PRINTING	216.00	216.00	0.00	216.00	0.00
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	60.00	0.00	60.00	0.00
001-13-510.54.10	TRAINING & SCHOOLS	1,000.00	1,000.00	0.00	893.05	10.70
001-13-543.00.00	LICENSES & FEES	7,785.00	7,785.00	0.00	0.00	100.00
						65.53

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Department: 14 LEGAL COUNSEL						
001-14-510.31.00	PROFESSIONAL SERVICES	97,000.00	97,000.00	0.00	41,467.51	57.25
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	10,000.00	10,000.00	0.00	77.50	99.23
						61.17
Department: 15 PLANNING						
001-15-510.31.00	PROFESSIONAL SERVICES	26,000.00	26,000.00	0.00	21,826.20	16.05
						16.05
Department: 16 FEMA - HURRIC						
001-16-520.52.05	PROTECTIVE GEAR	0.00	0.00	0.00	67.76	100.00
						100.00
Department: 19 GENERAL SERVI						
001-19-500.24.00	WORKERS COMPENSATION	3,687.00	3,687.00	0.00	3,687.00	0.00
001-19-510.31.00	PROFESSIONAL SERVICES	4,620.00	4,620.00	0.00	1,743.75	62.26
001-19-510.31.11	SECURITY	1,000.00	1,000.00	0.00	700.00	30.00
001-19-510.34.10	JANITORIAL SERVICES	17,000.00	17,000.00	0.00	5,669.00	66.65
001-19-510.35.00	PRE-EMPLOYMENT EXP	400.00	400.00	0.00	400.00	0.00
001-19-510.41.00	TELEPHONE	25,080.00	25,080.00	0.00	9,467.52	62.25
001-19-510.41.10	COMMUNICATION SERVICES	45,372.00	45,372.00	0.00	10,232.00	77.45
001-19-510.43.00	STREET LIGHTS	50,400.00	50,400.00	0.00	20,636.88	59.05
001-19-510.43.10	ELECTRICITY	33,600.00	33,600.00	0.00	16,886.86	49.74
001-19-510.43.20	WATER & SEWER	3,650.00	3,650.00	0.00	990.68	72.86
001-19-510.43.50	WASTE TAX SERVICE	2,500.00	2,500.00	0.00	70.45	97.18
001-19-510.45.00	GENERAL LIABILITY INSURANCE	94,000.00	94,000.00	0.00	30,536.50	67.51
001-19-510.45.01	FLOOD INSURANCE	5,690.00	5,690.00	0.00	5,690.00	0.00
001-19-510.45.02	PROPERTY INSURANCE	128,000.00	128,000.00	0.00	54,910.59	57.10
001-19-510.45.03	AUTO INSURANCE	9,000.00	9,000.00	0.00	1,734.00	80.73
001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	4,832.00	4,832.00	0.00	2,140.05	55.71
001-19-510.46.15	EQUIPMENT MAINTENANCE	31,500.00	31,500.00	0.00	30,197.68	4.13
001-19-510.46.36	PEST CONTROL	3,120.00	3,120.00	0.00	640.00	79.49
001-19-510.47.00	PRINTING	900.00	900.00	0.00	799.88	11.12

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-19-510.49.90	ADOPT AN AREA	1,000.00	1,000.00	0.00	939.27	6.07
001-19-510.49.98	CONTINGENCY	25,000.00	25,000.00	4,000.00	21,000.00	16.00
001-19-510.49.99	MISCELLANEOUS	300.00	300.00	0.00	147.13	50.96
001-19-510.51.00	OFFICE SUPPLIES	11,000.00	11,000.00	0.00	6,441.00	41.45
001-19-510.51.10	POSTAGE	1,500.00	1,500.00	0.00	498.23	66.78
001-19-510.52.10	JANITORIAL SUPPLIES	5,400.00	5,400.00	0.00	1,730.76	67.95
001-19-510.54.00	DUES & SUBSCRIPTIONS	435.00	435.00	0.00	39.97	90.81
001-19-510.64.01	CAPITAL OUTLAY	148,000.00	148,000.00	0.00	141,478.99	4.41
001-19-543.00.00	LICENSES & FEES	20,585.00	20,585.00	0.00	8,235.13	59.99
001-19-581.00.00	TRANSFER OUT	77,000.00	77,000.00	0.00	0.00	100.00
						49.42

Department: 21 LAW ENFORCEM

001-21-500.12.00	REGULAR SALARIES	721,855.00	721,855.00	0.00	258,834.81	64.14
001-21-500.12.50	HOLIDAY PAY	23,000.00	23,000.00	0.00	3,930.77	82.91
001-21-500.14.00	SALARIES OVERTIME	15,000.00	15,000.00	0.00	2,293.59	84.71
001-21-500.14.16	HURRICANE PAY	18,000.00	18,000.00	0.00	18,000.00	0.00
001-21-500.15.00	EDUCATION INCENTIVE PAY	7,634.00	7,634.00	0.00	2,972.93	61.06
001-21-500.15.01	FIRST RESPONDER	6,000.00	6,000.00	0.00	2,133.93	64.43
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	54,888.00	54,888.00	0.00	16,988.81	69.05
001-21-500.22.02	POLICE PENSION	142,500.00	142,500.00	0.00	75,446.57	47.06
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	5,217.00	5,217.00	0.00	2,902.29	44.37
001-21-500.23.01	HEALTH INSURANCE	105,440.00	105,440.00	0.00	43,066.84	59.16
001-21-500.23.02	LIFE INSURANCE	2,900.00	2,900.00	0.00	1,265.17	56.37
001-21-500.23.10	STATUTORY AD&D	1,000.00	1,000.00	0.00	(162.50)	116.25
001-21-500.24.00	WORKERS COMPENSATION	8,848.00	8,848.00	0.00	436.00	95.07
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,296.00	2,296.00	0.00	1,644.17	28.39
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	725.00	0.00	375.00	48.28
001-21-520.34.40	DISPATCHING SERVICES	18,319.00	18,319.00	0.00	(549.11)	103.00
001-21-520.35.00	PRE-EMPLOYMENT EXPENSE	1,000.00	1,000.00	0.00	(141.00)	114.10
001-21-520.40.00	TRAVEL & MEETINGS	3,184.00	3,184.00	0.00	2,357.36	25.96
001-21-520.41.10	COMMUNICATION SERVICES	6,000.00	6,000.00	0.00	375.88	93.74
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	7,000.00	7,000.00	0.00	5,612.26	19.82

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-21-520.46.15	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	(710.15)	128.41
001-21-520.46.16	RADAR CALIBRATION	250.00	250.00	0.00	(111.00)	144.40
001-21-520.46.20	VEHICLE MAINTENANCE	17,000.00	17,000.00	0.00	4,030.70	76.29
001-21-520.48.00	PROMOTIONAL ACTIVITIES	1,500.00	1,500.00	0.00	399.18	73.39
001-21-520.48.50	CRIME PREVENTION	1,500.00	1,500.00	0.00	780.27	47.98
001-21-520.49.99	MISCELLANEOUS	100.00	100.00	0.00	2.55	97.45
001-21-520.51.10	POSTAGE	125.00	125.00	0.00	116.44	6.85
001-21-520.52.00	UNIFORMS	8,500.00	8,500.00	0.00	6,014.55	29.24
001-21-520.52.05	PROTECTIVE GEAR	3,500.00	3,500.00	11,206.48	(8,598.82)	345.68
001-21-520.52.50	GAS & OIL	25,000.00	25,000.00	0.00	12,947.84	48.21
001-21-520.52.70	MEDICAL	800.00	800.00	0.00	800.00	0.00
001-21-520.52.90	OPERATING SUPPLIES	3,000.00	3,000.00	0.00	104.53	96.52
001-21-520.54.00	DUES & SUBSCRIPTIONS	1,175.00	1,175.00	0.00	470.00	60.00
001-21-520.54.10	TRAINING & SCHOOLS	6,400.00	6,400.00	0.00	5,950.00	7.03
001-21-520.64.01	Capital Outlay	8,400.00	8,400.00	0.00	(3,600.43)	142.86
001-21-543.00.00	LICENSES & FEES	14,646.00	14,646.00	0.00	7,158.90	51.12
001-21-581.00.00	TRANSFER OUT	15,000.00	15,000.00	0.00	0.00	100.00
						62.33

Department: 22 FIRE CONTROL

001-22-500.12.00	REGULAR SALARIES	96,226.00	96,226.00	0.00	32,633.14	66.09
001-22-500.14.16	HURRICANE PAY	1,890.00	1,890.00	0.00	1,890.00	0.00
001-22-500.14.50	STIPEND PAYROLL	44,000.00	44,000.00	0.00	27,479.00	37.55
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	10,727.00	10,727.00	0.00	4,565.63	57.44
001-22-500.22.01	RETIREMENT - ICMA	9,248.00	9,248.00	0.00	2,929.39	68.32
001-22-500.22.20	RETIREMENT TOWN EMPLOYEES	3,591.00	3,591.00	0.00	1,280.07	64.35
001-22-500.23.01	HEALTH INSURANCE	28,200.00	28,200.00	0.00	8,418.09	70.15
001-22-500.23.02	LIFE INSURANCE	148.00	148.00	0.00	46.66	68.47
001-22-500.23.10	STATUTORY AD&D	207.00	207.00	0.00	(162.50)	178.50
001-22-500.24.00	WORKERS COMPENSATION	16,222.00	16,222.00	0.00	0.00	100.00
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	241.00	241.00	0.00	158.70	34.15
001-22-520.31.11	SECURITY	0.00	0.00	0.00	(300.00)	100.00
001-22-520.34.40	DISPATCHING SERVICES	5,400.00	5,400.00	0.00	2,600.00	51.85

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	2,060.00	2,060.00	0.00	1,644.00	20.19
001-22-520.36.00	ANNUAL PHYSICALS	4,375.00	4,375.00	0.00	3,275.00	25.14
001-22-520.40.00	TRAVEL & MEETINGS	750.00	750.00	0.00	200.53	73.26
001-22-520.41.10	COMMUNICATION SERVICES	1,944.00	1,944.00	0.00	486.00	75.00
001-22-520.46.15	EQUIPMENT MAINTENANCE	10,000.00	10,000.00	0.00	2,535.93	74.64
001-22-520.46.20	VEHICLE MAINTENANCE	32,000.00	32,000.00	0.00	19,426.42	39.29
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	1,000.00	0.00	915.20	8.48
001-22-520.51.00	OFFICE SUPPLIES	800.00	800.00	0.00	598.72	25.16
001-22-520.52.00	UNIFORMS	12,650.00	12,650.00	0.00	9,948.06	21.36
001-22-520.52.02	S.C.B.A.	2,550.00	2,550.00	0.00	(617.56)	124.22
001-22-520.52.05	PROTECTIVE GEAR	2,925.00	2,925.00	0.00	922.02	68.48
001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	604.57	39.54
001-22-520.52.20	TOOLS & HARDWARE	10,500.00	10,500.00	0.00	9,512.46	9.41
001-22-520.52.50	GAS & OIL	5,000.00	5,000.00	0.00	3,131.23	37.38
001-22-520.52.70	MEDICAL	1,400.00	1,400.00	0.00	(519.80)	137.13
001-22-520.54.00	DUES & SUBSCRIPTIONS	610.00	610.00	0.00	60.00	90.16
001-22-520.54.10	TRAINING & SCHOOLS	5,525.00	5,525.00	0.00	1,462.00	73.54
001-22-520.54.12	TRAINING MATERIALS	3,200.00	3,200.00	0.00	2,813.37	12.08
001-22-520.64.01	Capital Outlay	82,369.00	82,369.00	195.00	2,714.98	96.70
001-22-543.00.00	LICENSES & FEES	13,473.00	13,473.00	0.00	1,637.01	87.85
001-22-581.00.00	TRANSFER OUT	36,500.00	36,500.00	0.00	0.00	100.00
						68.11

Department: 29 CODE ENFORCE

001-29-500.12.00	REGULAR SALARIES	15,792.00	15,792.00	0.00	8,313.59	47.36
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,208.00	1,208.00	0.00	498.22	58.76
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	2,143.00	2,143.00	0.00	883.92	58.75
001-29-500.23.10	STATUTORY AD&D	21.00	21.00	0.00	0.00	100.00
001-29-500.24.00	WORKERS COMPENSATION	738.00	738.00	0.00	738.00	0.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	51.00	51.00	0.00	38.78	23.96
001-29-520.40.00	TRAVEL & MEETINGS	50.00	50.00	0.00	50.00	0.00
001-29-520.46.12	MAINTENANCE SUPPLIES	100.00	100.00	0.00	100.00	0.00
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	150.00	0.00	150.00	0.00

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-29-520.48.55	FIRE PREVENTION	4,600.00	4,600.00	0.00	1,507.14	67.24
001-29-520.51.00	OFFICE SUPPLIES	125.00	125.00	0.00	97.37	22.10
001-29-520.51.10	POSTAGE	350.00	350.00	0.00	228.18	34.81
001-29-520.51.20	RECORDING COSTS	120.00	120.00	0.00	120.00	0.00
001-29-520.52.00	UNIFORMS	300.00	300.00	0.00	300.00	0.00
001-29-520.54.00	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	150.00	0.00
001-29-520.54.10	TRAINING & SCHOOLS	600.00	600.00	0.00	600.00	0.00
001-29-543.00.00	LICENSES & FEES	1,000.00	1,000.00	0.00	1,000.00	0.00
						46.27

Department: 41 PUBLIC WORKS

001-41-500.12.00	REGULAR SALARIES	253,947.00	253,947.00	0.00	112,333.00	55.77
001-41-500.14.00	SALARIES OVERTIME	4,000.00	4,000.00	0.00	3,051.80	23.71
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	19,427.00	19,427.00	0.00	8,360.54	56.96
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	34,461.00	34,461.00	0.00	15,082.87	56.23
001-41-500.23.01	HEALTH INSURANCE	46,000.00	46,000.00	0.00	18,991.05	58.72
001-41-500.23.02	LIFE INSURANCE	294.00	294.00	0.00	(63.29)	121.53
001-41-500.23.10	STATUTORY AD&D	83.00	83.00	0.00	0.00	100.00
001-41-500.24.00	WORKERS COMPENSATION	4,424.00	4,424.00	0.00	3,822.00	13.61
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	813.00	813.00	0.00	623.75	23.28
001-41-530.40.00	TRAVEL & MEETINGS	150.00	150.00	0.00	150.00	0.00
001-41-530.43.15	ELECTRICAL WORK	5,000.00	5,000.00	0.00	(5,303.50)	206.07
001-41-530.43.50	DUMP SERVICE	2,000.00	2,000.00	0.00	1,918.84	4.06
001-41-530.46.12	MAINTENANCE SUPPLIES	6,500.00	6,500.00	0.00	5,867.18	9.74
001-41-530.46.15	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	0.00	4,260.85	14.78
001-41-530.46.20	VEHICLE MAINTENANCE	9,500.00	9,500.00	0.00	734.23	92.27
001-41-530.46.30	BUILDING MAINTENANCE	9,000.00	9,000.00	0.00	(1,454.33)	116.16
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	600.00	600.00	0.00	600.00	0.00
001-41-530.46.32	RYCKMAN HOUSE	1,000.00	1,000.00	0.00	(700.00)	170.00
001-41-530.46.33	OLD POST OFFICE REPAIRS	2,000.00	2,000.00	0.00	1,869.69	6.52
001-41-530.46.35	PIER MAINTENANCE	1,000.00	1,000.00	0.00	863.40	13.66
001-41-530.46.40	GROUNDS MAINTENANCE	10,000.00	10,000.00	0.00	5,155.44	48.45
001-41-530.52.00	UNIFORMS	3,750.00	3,750.00	0.00	2,147.75	42.73

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-41-530.52.05	PROTECTIVE GEAR	2,500.00	2,500.00	0.00	1,749.34	30.03
001-41-530.52.20	TOOLS & HARDWARE	5,000.00	5,000.00	0.00	269.07	94.62
001-41-530.52.25	TOOL RENTALS	1,500.00	1,500.00	0.00	645.85	56.94
001-41-530.52.50	GAS & OIL	7,000.00	7,000.00	0.00	2,717.82	61.17
001-41-530.53.10	STREET REPAIR	7,500.00	7,500.00	0.00	1,810.30	75.86
001-41-530.53.20	STREET SIGNS	8,000.00	8,000.00	0.00	4,121.83	48.48
001-41-530.54.10	TRAINING & SCHOOLS	1,500.00	1,500.00	0.00	984.05	34.40
001-41-530.57.25	WELDING	200.00	200.00	0.00	200.00	0.00
001-41-530.64.01	CAPITAL OUTLAY	4,000.00	4,000.00	0.00	(35.32)	100.88
001-41-581.00.00	TRANSFER OUT	10,000.00	10,000.00	0.00	0.00	100.00
						59.07

Department: 42 GROUNDS KEEP

001-42-530.34.91	LANDSCAPING	22,300.00	22,300.00	0.00	12,089.52	45.79
001-42-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	(200.10)	108.00
001-42-530.46.40	GROUNDS MAINTENANCE	26,000.00	26,000.00	0.00	22,141.85	14.84
001-42-530.46.43	TREE EXPENSE	3,000.00	3,000.00	0.00	3,000.00	0.00
001-42-530.52.00	UNIFORMS	3,125.00	3,125.00	0.00	2,980.25	4.63
001-42-530.52.05	PROTECTIVE GEAR	575.00	575.00	0.00	485.31	15.60
001-42-530.52.20	TOOLS & HARDWARE	500.00	500.00	0.00	384.18	23.16
001-42-530.52.50	GAS & OIL	1,000.00	1,000.00	0.00	858.17	14.18
001-42-530.54.10	TRAINING & SCHOOLS	375.00	375.00	0.00	375.00	0.00
001-42-530.64.01	CAPITAL OUTLAY	0.00	0.00	0.00	(7,134.60)	100.00
001-42-581.00.00	TRANSFER OUT	4,250.00	4,250.00	0.00	0.00	100.00
						45.02

Department: 72 PARKS & RECRE.

001-72-570.48.10	FOUNDER'S DAY	8,000.00	8,000.00	0.00	576.56	92.79
001-72-570.48.50	MOVIES IN THE PARK	1,800.00	1,800.00	0.00	813.03	54.83
001-72-570.48.52	FOURTH OF JULY	1,000.00	1,000.00	0.00	500.00	50.00
001-72-570.48.53	CHRISTMAS DECORATIONS PARK	4,000.00	4,000.00	0.00	(592.55)	114.81
001-72-570.48.60	EASTER EGG HUNT	400.00	400.00	0.00	(25.12)	106.28
001-72-570.48.90	RECREATION PROGRAMS	5,000.00	5,000.00	0.00	3,810.39	23.79

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
001-72-570.48.91	CHILDREN'S BUSINESS FAIR	5,000.00	5,000.00	0.00	(985.87)	119.72
001-72-570.63.01	TENNIS COURT EXPEDITURES	700.00	700.00	0.00	700.00	0.00
001-72-570.63.02	BBALL & VBALL COURTS	700.00	700.00	0.00	0.00	100.00
001-72-570.63.06	PLAYGROUND	0.00	0.00	0.00	(422.11)	100.00
001-72-570.64.01	CAPITAL OUTLAY	30,000.00	30,000.00	0.00	29,824.20	0.59
						39.58

Overall Expenditure Rate:
63.69
Fund: 104 ENVIRONMENTAL AD
Account Category: Revenues

Department: 00

104-00-271.00.99	CARRY FORWARD	9,977.14	9,977.14	0.00	9,977.14	0.00
104-00-337.90.01	OTHER GRANTS	0.00	0.00	0.00	(568.00)	100.00
104-00-381.00.00	TRANSFERS IN	5,500.00	5,500.00	0.00	0.00	100.00
						39.21

Account Category: Expenditures

Department: 72 PARKS & RECRE.

104-72-570.31.00	PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
104-72-570.34.91	LANDSCAPING	500.00	500.00	0.00	266.20	46.76
104-72-570.46.40	GROUPS MAINTENANCE	1,200.00	1,200.00	0.00	920.29	23.31
104-72-570.51.00	OFFICE SUPPLIES	0.00	0.00	0.00	(345.35)	100.00
104-72-570.52.00	UNIFORMS	400.00	400.00	0.00	400.00	0.00
104-72-570.64.01	CAPITAL OUTLAY	6,000.00	6,000.00	0.00	5,015.65	16.41
104-72-570.83.01	SUNSHINE JIM	1,500.00	1,500.00	0.00	57.61	96.16
						28.32

Fund: 125 BUILDING DEPT
Account Category: Revenues

Department: 24 PROTECTIVE INS

125-24-322.00.00	BUILDING PERMITS	240,000.00	240,000.00	0.00	111,009.48	53.75
125-24-322.10.00	ZONING PLAN REVIEW	2,500.00	2,500.00	0.00	2,045.91	18.16
125-24-322.10.10	SITE PLAN REVIEW P&Z	6,000.00	6,000.00	0.00	5,948.75	0.85

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
125-24-322.20.00	BUILDING PLAN REVIEW	5,500.00	5,500.00	0.00	3,750.00	31.82
125-24-322.31.00	BOA ADVERTISING COSTS	100.00	100.00	0.00	(175.06)	275.06
125-24-322.31.20	P&Z ADVERTISING	200.00	200.00	0.00	200.00	0.00
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	13,000.00	13,000.00	0.00	4,341.00	66.61
125-24-329.00.10	BOA VARIANCE FEES	1,000.00	1,000.00	0.00	(3,297.00)	429.70
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	6,000.00	6,000.00	0.00	1,522.14	74.63
125-24-364.10.00	DISPOSAL OF ASSETS - VEHICLES	0.00	0.00	0.00	(6,000.00)	100.00
						56.49
Account Category: Expenditures						
125-24-500.12.00	REGULAR SALARIES	154,096.00	154,096.00	0.00	56,692.87	63.21
125-24-500.14.00	SALARIES OVERTIME	1,000.00	1,000.00	0.00	1,000.00	0.00
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	11,788.34	11,788.34	0.00	4,511.70	61.73
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	20,910.83	20,910.83	0.00	7,693.11	63.21
125-24-500.23.01	HEALTH INSURANCE	17,000.00	17,000.00	0.00	7,114.96	58.15
125-24-500.23.02	LIFE INSURANCE	136.00	136.00	0.00	52.39	61.48
125-24-500.23.10	STATUTORY AD&D	42.00	42.00	0.00	0.00	100.00
125-24-500.24.00	WORKERS COMPENSATION	1,475.00	1,475.00	0.00	1,475.00	0.00
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	493.11	493.11	0.00	366.48	25.68
125-24-520.40.00	TRAVEL & MEETINGS	700.00	700.00	0.00	(915.89)	230.84
125-24-520.41.10	COMMUNICATION SERVICES	0.00	0.00	0.00	(97.50)	100.00
125-24-520.46.20	VEHICLE MAINTENANCE	800.00	800.00	0.00	385.07	51.87
125-24-520.51.00	OFFICE SUPPLIES	430.00	430.00	0.00	430.00	0.00
125-24-520.51.10	POSTAGE	75.00	75.00	0.00	57.64	23.15
125-24-520.52.00	UNIFORMS	560.00	560.00	0.00	335.31	40.12
125-24-520.52.05	PROTECTIVE GEAR	0.00	0.00	156.75	(156.75)	0.00
125-24-520.52.20	TOOLS & HARDWARE	100.00	100.00	0.00	100.00	0.00
125-24-520.52.50	GAS & OIL	700.00	700.00	0.00	420.45	39.94
125-24-520.54.00	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	1,475.00	1.67
125-24-520.54.10	TRAINING & SCHOOLS	400.00	400.00	0.00	50.00	87.50
125-24-520.64.01	Capital Outlay	0.00	0.00	0.00	(10,733.00)	100.00
125-24-543.00.00	LICENSES & FEES	3,490.00	3,490.00	0.00	(234.00)	106.70
125-24-581.00.00	TRANSFER OUT	20,000.00	20,000.00	0.00	20,000.00	0.00
						61.74

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Fund: 145 AMERICAN RESCUE P						
Account Category: Revenues						
Department: 00						
145-00-271.00.99	CARRY FORWARD	759,385.36	759,385.36	0.00	759,385.36	0.00
						0.00
Account Category: Expenditures						
Department: 41 PUBLIC WORKS						
145-41-530.31.21	ENGINEERING SERVICES	0.00	0.00	0.00	(7,330.00)	100.00
145-41-530.64.01	CAPITAL OUTLAY	758,533.87	758,533.87	0.00	728,244.17	3.99
						4.96
Fund: 172 OCEAN PARK PARKIN						
Account Category: Revenues						
Department: 00						
172-00-271.00.99	CARRY FORWARD	51,144.00	51,144.00	0.00	51,144.00	0.00
						0.00
Department: 75 TOWN PARKS						
172-75-342.10.00	PARKING TICKET REVENUE	12,000.00	12,000.00	0.00	7,750.00	35.42
172-75-344.50.00	PARKING METER REVENUE	95,000.00	95,000.00	0.00	45,455.63	52.15
						50.28
Account Category: Expenditures						
172-75-575.31.02	LIFEGUARD CONTRACT	73,000.00	73,000.00	0.00	59,589.73	18.37
172-75-575.32.90	BANKING FEES	5,500.00	5,500.00	0.00	2,402.60	56.32
172-75-575.34.10	JANITORIAL CLEANING	1,800.00	1,800.00	0.00	450.00	75.00
172-75-575.34.91	LANDSCAPING	1,500.00	1,500.00	0.00	1,278.27	14.78
172-75-575.41.10	IPS COMMUNICATIONS FEE	5,000.00	5,000.00	0.00	2,747.86	45.04
172-75-575.43.10	ELECTRICITY	3,000.00	3,000.00	0.00	1,423.15	52.56
172-75-575.43.20	WATER & SEWER	1,200.00	1,200.00	0.00	(80.72)	106.73
172-75-575.43.50	DUMP SERVICE	250.00	250.00	0.00	250.00	0.00
172-75-575.46.12	MAINTENANCE SUPPLIES	3,000.00	3,000.00	0.00	644.20	78.53
172-75-575.46.31	BUILDING MAINT RESTROOMS	400.00	400.00	0.00	(321.81)	180.45
172-75-575.46.40	GROUNDS MAINTENANCE	1,200.00	1,200.00	0.00	759.46	36.71

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
172-75-575.52.10	JANITORIAL SUPPLIES	350.00	350.00	0.00	290.77	16.92
172-75-575.52.25	TOOL RENTAL	3,000.00	3,000.00	0.00	3,000.00	0.00
172-75-575.53.15	PARKING LOT REPAIRS	1,500.00	1,500.00	0.00	1,500.00	0.00
172-75-575.53.20	SIGNS	800.00	800.00	0.00	800.00	0.00
172-75-575.63.03	VOLLEYBALL COURT	2,000.00	2,000.00	0.00	1,506.04	24.70
172-75-575.63.05	BOCCE BALL COURT	0.00	0.00	0.00	(7,356.15)	100.00
172-75-575.64.01	CAPITAL OUTLAY	6,000.00	6,000.00	0.00	5,750.15	4.16
172-75-581.00.00	TRANSFER OUT	1,400.00	1,400.00	0.00	0.00	100.00
						32.70

Fund: 175 RYCKMAN CROSSOVER

Account Category: Revenues

Department: 00

175-00-271.00.99	CARRY FORWARD	120,556.74	120,556.74	0.00	120,556.74	0.00
						0.00

Department: 75 TOWN PARKS

175-75-342.10.00	PARKING TICKET REVENUE	3,500.00	3,500.00	0.00	(1,450.00)	141.43
175-75-344.50.00	PARKING METER REVENUE	89,000.00	89,000.00	0.00	31,124.56	65.03
175-75-344.50.10	PARK PASS REVENUE	2,500.00	2,500.00	0.00	(400.00)	116.00
						69.18

Account Category: Expenditures

175-75-575.31.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	(3,000.00)	100.00
175-75-575.32.90	BANKING FEES	3,400.00	3,400.00	0.00	1,335.06	60.73
175-75-575.41.15	IPS COMMUNICATION FEE	2,800.00	2,800.00	0.00	1,359.94	51.43
175-75-575.47.00	PRINTING	0.00	0.00	0.00	(1,876.50)	100.00
175-75-575.48.52	FALL FESTIVAL	4,000.00	4,000.00	0.00	325.06	91.87
175-75-575.48.53	WINTER FESTIVAL	4,000.00	4,000.00	0.00	4,000.00	0.00
175-75-575.50.00	RECREATION PROGRAMS	10,500.00	10,500.00	0.00	3,700.00	64.76
175-75-575.64.01	CAPITAL OUTLAY	50,000.00	50,000.00	0.00	50,000.00	0.00
175-75-575.73.00	CULTURAL SERVICES	3,500.00	3,500.00	0.00	2,699.08	22.88
175-75-581.00.00	TRANSFER OUT	91,500.00	91,500.00	0.00	0.00	100.00
						65.50

	Description	ORIGINAL BUDGET	Amended	Encumbrance	Available	% Used
Fund: 351 LAND & ROAD IMPROVEMENTS						
Account Category: Revenues						
Department: 00						
351-00-271.00.99	CARRY FORWARD	27,397.17	27,397.17	0.00	27,397.17	0.00
351-00-381.00.00	TRANSFERS IN	90,000.00	90,000.00	0.00	0.00	100.00
						76.66
Account Category: Expenditures						
Department: 41 PUBLIC WORKS						
351-41-570.31.00	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	3,777.50	24.45
351-41-570.31.21	ENGINEERING SERVICES	20,000.00	20,000.00	0.00	20,000.00	0.00
351-41-570.34.91	LANDSCAPING	10,000.00	10,000.00	0.00	8,896.00	11.04
351-41-570.46.40	GROUNDS MAINTENANCE	0.00	0.00	0.00	(1,183.10)	100.00
351-41-570.46.43	TREE EXPENSE	9,000.00	9,000.00	0.00	8,650.00	3.89
351-41-570.52.25	TOOL RENTALS	3,000.00	3,000.00	0.00	3,000.00	0.00
351-41-570.53.20	STREET SIGNS	20,000.00	20,000.00	0.00	346.87	98.27
351-41-570.64.01	CAPITAL OUTLAY	50,000.00	50,000.00	0.00	50,000.00	0.00
						20.10

Parking Revenue FY Comparison

FY23	Oct-23	Nov-23	Dec-23	Jan-23	Feb-23	Mar-23	Apr-23	May-23	TOTAL
Ocean	4,921.04	3,785.42	3,456.88	4,996.04	8,137.70	13,056.24	9,875.00	10,732.69	58,961.01
Ryckman	6,354.35	5,050.00	6,359.91	6,415.41	8,745.55	10,817.72	9,235.16	9,540.80	62,518.90
Total	11,275.39	8,835.42	9,816.79	11,411.45	16,883.25	23,873.96	19,110.16	20,273.49	121,479.91

FY24	Oct-23	Nov-23	Dec-24	Jan-24	Feb-24	Mar-24	Apr-24	May-24	TOTAL
Ocean	4,323.54	3,669.99	2,544.37	2,412.50	3,359.78	10,650.19	10,584.79	11,999.21	49,544.37
Ryckman	5,616.47	4,085.40	5,833.19	5,111.66	6,927.64	10,600.74	9,782.44	9,917.90	57,875.44
Total	9,940.01	7,755.39	8,377.56	7,524.16	10,287.42	21,250.93	20,367.23	21,917.11	107,419.81

PUBLIC WORKS ACTIVITIES

MAY 2024

Completed total rebuilds of First Ave. and Second Ave. beach crossovers

Swales constructed on Oak from Ocean south to north side 4th Ave.

Painted large white lines on crosswalk Ocean Ave.

Coordinated rat control company for Old Town Hall – Completed

Repaired pot holes 400 block Riverside

Installed new bulletin board Logger Head Park, cleaned entire front area

Replaced speed humps Ocean/Pine less aggressive and installed marker poles

Worked with AC contractor reference to the very old unit in Ryckman House

Re – Installed bench front of Community Center

Placed 2 picnic tables in grassy area by playground Ryckman Park

Complete annual service on Ditch Witch vacuum unit

Assisted in installing new Diaz / painted podium Community Center

Replaced lockers upstairs TH

Our landscape investment speaks for its self I believe – GOOD JOB JOE

Construction of the two beach crossovers consumed considerable amount of time and my crew worked in the extreme heat to complete them. Very proud of their tenacity to get it done.



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

Building Department Report

MAY 2024

- permits issued 59
- Construction value of the \$1,753,372.56 permits totaled \$19,217.47
- Total permit fees \$19,217.47
- Inspections completed 132
- Plans reviewed 59
- Site plan review for P&Z 0
- Vacation rental inspections 3
- New home 0
- Stop work order 0

Permit List

Permit	Type	Address	Applicant	Issued	Expired	Paid
PM24-0036	Mechanical	317 FIRST AVE	Kristin N Kelly	05/02/202	10/29/202	\$177.24
PSH24-0006	Shed	418 FIRST AVE	TUFF SHED, INC	05/28/202	11/24/202	\$212.66
PRR24-0020	Reroof	315 FIRST AVE	POE ROOFING AND CONSULTING INC	05/14/202	11/26/202	\$328.00
PSH24-0007	Shed	309 3RD AVE	DANIELSON, CHRISTINE	05/29/202	11/25/202	\$139.03
PE24-0023	Electrical	210 4TH AVE	Godfrey, Timothy	05/03/202	10/30/202	\$79.00
PSL24-0003	Solar	210 5TH AVE	LUMIO HX. INC	05/01/202	10/28/202	\$0.00
PD24-0005	Demolition	200 SIXTH AVE	HOBGOOD, CORTNEY	05/23/202	11/19/202	\$154.25
PP24-0013	Plumbing	213 SIXTH AVE	Gomiela, Ryan	05/22/202	11/24/202	\$320.83
PM24-0040	Mechanical	223 SIXTH AVE	Dave Mastro Air & Heat Inc.	05/06/202	11/18/202	\$225.55
PTR24-0009	Tree	412 SIXTH AVE	RUMBLEY FAMILY REVOCABLE LIVING TRUST	05/08/202	11/04/202	\$0.00
PPL24-0011	Pool	521 ANDREWS DR	VAN NEST POOLS DAVID VAN NEST	05/14/202	11/10/202	\$697.00
PM24-0030	Mechanical	1606 ATLANTIC ST 3	Andrew F Procell	05/21/202	11/17/202	\$338.91
PRB24-0017	Res Building	1805 ATLANTIC ST 132	Waterman Homes Inc	05/02/202	11/20/202	\$410.00
PM24-0037	Mechanical	1903 ATLANTIC ST 211	Charles Silva	05/06/202	11/02/202	\$268.66
PM24-0039	Mechanical	2101 ATLANTIC ST 534	Roberts, Jesse P.	05/06/202	11/06/202	\$273.52
PWS24-0050	Window, Door, and Shutter Permit	703 ATLANTIC ST	Pwd-Orlando Llc	05/22/202	11/18/202	\$369.71
PCD24-0011	Paver, Concrete, & Deck	320 AVENUE A	ALLIANCE PAVERS	05/09/202	11/05/202	\$199.93
PE24-0027	Electrical	521 AVENUE A	Harry J Pingston	05/24/202	11/20/202	\$105.28
PM24-0044	Mechanical	315 BANYAN WAY	Gene B Reynolds	05/20/202	11/24/202	\$91.83
PP24-0012	Plumbing	407 BANYAN WAY	DOUG HERRELL	05/15/202	11/19/202	\$239.85
PWS24-0045	Window, Door, and Shutter Permit	501 BANYAN WAY	RENEWAL BY ANDERSON	05/10/202	11/06/202	\$877.24
PRR24-0027	Reroof	503 BANYAN WAY	QUALITY ROOFING & SHEET METAL OF CFL	05/06/202	11/20/202	\$584.25
PM24-0043	Mechanical	507 BANYAN WAY	Kristin N Kelly	05/20/202	11/30/202	\$213.07
PRR24-0029	Reroof	507 BANYAN WAY	G&G ROOFING CONSTRUCTION INC CHEYANNE@CFLROOFING.COM	05/15/202	11/25/202	\$458.69
PRR24-0026	Reroof	304 BEAU JEAN AVE	Patrick Roofing Inc	05/01/202	10/28/202	\$419.95
PE24-0025	Electrical	605 CITRUS CT	Christopher E Schultz	05/16/202	11/20/202	\$79.00
PP24-0007	Plumbing	211 ELM AVE	LaScola's Building & Remodeling LLC	05/03/202	11/10/202	\$537.98
PF24-0015	Fence	216 ELM AVE	SMITH, WALTER G	05/09/202	11/05/202	\$79.00
PM24-0045	Mechanical	204 FLAMINGO LN	Gregory L Vermett	05/24/202	11/20/202	\$313.51
PE24-0028	Electrical	204 FLAMINGO LN	SCHULTZ, CHRISTOPHER E	05/29/202	11/25/202	\$79.00
PE24-0029	Electrical	315 HIBISCUS TRL	Christopher E Schultz	05/29/202	11/25/202	\$79.00
PPR24-0007	Pool Resurface	400 HIBISCUS TRL	PINEAPPLE POOLS OF FLORIDA, LLC	05/09/202	11/05/202	\$148.16
PRB24-0016	Res Building	603 HIBISCUS TRL	BURGOON CONSTRUCTION INC	05/30/202	11/26/202	\$384.93

Permit List

Permit	Type	Address	Applicant	Issued	Expired	Paid
PE24-0017	Electrical	1902 NEPTUNE DR	LEVINE, SAM	05/24/202	11/20/202	\$79.00
PCD24-0010	Paver, Concrete, & Deck	1902 NEPTUNE DR	MELBOURNE LAWN & LANDSCAPING INC.	05/08/202	11/04/202	\$148.16
PE24-0022	Electrical	2002 NEPTUNE DR	Delbridge, Henry	05/13/202	11/20/202	\$325.46
PE24-0024	Electrical	301 OAK ST	Michael Callahan	05/09/202	11/10/202	\$79.00
PM24-0038	Mechanical	503 OAK ST	Michael B Kabran	05/06/202	11/02/202	\$225.10
PP24-0009	Plumbing	201 OCEAN AVE	JOSHUA WAIN	05/31/202	11/27/202	\$118.00
PF24-0014	Fence	315 OCEAN AVE	VUKE LLC	05/08/202	11/05/202	\$0.00
PMS24-0001	Marine - Seawall	407 PELICAN KY	BAKER MARINE CONSTRUCTION	05/02/202	11/20/202	\$343.38
PWS23-0101	Window, Door, and Shutter Permit	409 PELICAN KY	AMERICAN MADE WINDOWS	05/24/202	11/20/202	\$252.15
PMS24-0002	Marine - Seawall	409 PELICAN KY	BAKER MARINE CONSTRUCTION	05/02/202	10/29/202	\$442.03
PRB24-0018	Res Building	1105 PINE ST	DUNNAM, DAVID A	05/30/202	11/26/202	\$410.00
PF24-0013	Fence	509 POINSETTIA RD	RODDENBERRY, JESSICA A	05/10/202	11/06/202	\$79.00
PF24-0016	Fence	404 RIVER VW	AMERICAN FENCE	05/14/202	11/10/202	\$79.00
PMC24-0006	Miscellaneous	441 RIVER VW	STRUCTURED BROADBAND SERVICES	05/14/202	11/10/202	\$0.00
PRR24-0030	Reroof	395 RIVER VIEW LN	ALFREY ROOFING	05/21/202	11/17/202	\$163.39
PRB24-0014	Res Building	150 RIVERSIDE DR	MARTIN SULLIVAN CONSTRUCTION INC	05/10/202	11/06/202	\$1217.50
PWS24-0052	Window, Door, and Shutter Permit	406 RIVERSIDE DR	HOWARD GARAGE DOORS	05/31/202	11/27/202	\$130.00
PM24-0041	Mechanical	424 RIVERSIDE DR	Kristin N Kelly	05/13/202	11/17/202	\$323.36
PSH24-0005	Shed	1906 ROSEWOOD DR	CRIST, MARTIN JOSEPH	05/07/202	11/03/202	\$149.68
PE24-0026	Electrical	1906 ROSEWOOD DR	Peay's Electric II, Inc.	05/30/202	11/26/202	\$176.57
PP24-0011	Plumbing	2102 ROSEWOOD DR	Bibby, Julie Hodges	05/01/202	10/28/202	\$79.00
PMC24-0005	Miscellaneous	450 SANDY KY	STRUCTURED BROADBAND SERVICES	05/09/202	11/05/202	\$0.00
PE24-0016	Electrical	310 SUNSET BLVD	HECK, JAMES & TIA	05/02/202	11/04/202	\$139.03
PRB24-0019	Res New Construction	526 SUNSET BLVD.	GROUNDING BUILDS BREVARD, LLC	05/10/202	11/06/202	\$4426.88
PPL24-0012	Pool	402 SURF RD	GROUNDING BUILDS BREVARD, LLC	05/07/202	11/12/202	\$717.50
PD24-0004	Demolition	408 SURF RD	GROUNDING BUILDS BREVARD, LLC	05/16/202	11/12/202	\$154.25

Total Permits: 59
Total Paid: \$19142.47

Monthly Permit List

06/04/2024

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Demolition

Permit #	Applicant	Address	Fee Total	Const. Value
PD24-0005	HOBGOOD, CORTNEY	200 SIXTH AVE	\$154.25	\$5000.00
	Work Description: demo of kitchen, floors, 2.5 bathrooms interior demo			
PD24-0004	GROUND ED BUILDS BREVARD, LLC	408 SURF RD	\$154.25	\$10000.00
	Work Description: Demolition of roof, trusses and everything on the interior			

Total Permits For Type: 2
Total Fees For Type: \$308.50
Total Const. Value For Type: \$15000.00

Electrical

Permit #	Applicant	Address	Fee Total	Const. Value
PE24-0023	Godfrey, Timothy	210 4TH AVE	\$79.00	\$850.00
	Work Description: provide and install 240v 50a ev charger and circuitry next to panel			
PE24-0027	Harry J Pingston	521 AVENUE A	\$105.28	\$3375.93
	Work Description: R/R existing FPE 150 amp MCB panel with new square D type QO 150amp MCB panel (like -like) add service ground per NEC Article 250 (none existing)			
PE24-0025	Christopher E Schultz	605 CITRUS CT	\$79.00	\$1695.00
	Work Description: 200 amp service, replace damaged meter block			
PE24-0028	SCHULTZ, CHRISTOPHER E	204 FLAMINGO LN	\$79.00	\$1800.00
	Work Description: Air conditioning electric			
PE24-0029	Christopher E Schultz	315 HIBISCUS TRL	\$79.00	\$1650.00
	Work Description: 200 amp service overhead/underground electrical service			
PE24-0017	LEVINE, SAM	1902 NEPTUNE DR	\$79.00	\$2500.00
	Work Description: install conduit in concrete in slab for screen porch			
PE24-0022	Delbridge, Henry	2002 NEPTUNE DR	\$325.46	\$11752.00
	Work Description: Fixed Home Generator			
PE24-0024	Michael Callahan	301 OAK ST	\$79.00	\$1750.00
	Work Description: Replace the existing Challenger electric breaker panel with a new Square D QO breaker panel 200amp rated 42 circuit			
PE24-0026	Peay's Electric II, Inc.	1906 ROSEWOOD DR	\$176.57	\$5732.93
	Work Description: Remove existing ug metermain on exterior and replace with 400amp			
PE24-0016	HECK, JAMES & TIA	310 SUNSET BLVD	\$139.03	\$4500.00
	Work Description: 200a overhead to underground conversion			

Total Permits For Type: 10
Total Fees For Type: \$1220.34

Total Const. Value For Type: \$35605.86

Fence

Permit #	Applicant	Address	Fee Total	Const. Value
PF24-0015	SMITH, WALTER G	216 ELM AVE	\$79.00	\$2000.00
	Work Description: replace fence			
PF24-0014	VUKE LLC	315 OCEAN AVE	\$0.00	\$9000.00
	Work Description: 6' block wall			
PF24-0013	RODDENBERRY, JESSICA A	509 POINSETTIA RD	\$79.00	\$800.00
	Work Description: 45'6" new section of wood fencing			
PF24-0016	AMERICAN FENCE	404 RIVER VW	\$79.00	\$1195.00
	Work Description: Tear out and haul away old fence. Supply and install 16' of 6' tall white vinyl T&G fence with one 5' walk gate. Fix latch on gate on other side so gate closes smoothly. Concrete every post			

Total Permits For Type: 4
Total Fees For Type: \$237.00
Total Const. Value For Type: \$12995.00

Marine - Seawall

Permit #	Applicant	Address	Fee Total	Const. Value
PMS24-0001	BAKER MARINE CONSTRUCTION	407 PELICAN KY	\$343.38	\$13500.00
	Work Description: New Seawall			
PMS24-0002	BAKER MARINE CONSTRUCTION	409 PELICAN KY	\$442.03	\$23125.00
	Work Description: new seawall			

Total Permits For Type: 2
Total Fees For Type: \$785.41
Total Const. Value For Type: \$36625.00

Mechanical

Permit #	Applicant	Address	Fee Total	Const. Value
PM24-0036	Kristin N Kelly	317 FIRST AVE	\$177.24	\$5755.00
	Work Description: Replace HVAC system exact size change out no duct work			
PM24-0040	Dave Mastro Air & Heat Inc.	223 SIXTH AVE	\$225.55	\$7335.00
	Work Description: Replace existing AC system			
PM24-0030	Andrew F Procell	1606 ATLANTIC ST 3	\$338.91	\$13064.00
	Work Description: Exact HVAC change out without duct work			
PM24-0037	Charles Silva	1903 ATLANTIC ST 211	\$268.66	\$8737.00
	Work Description: Replace HVAC with new Trane 4 ton 14.3 seer straight cool electric heat system			
PM24-0039	Roberts, Jesse P.	2101 ATLANTIC ST 534	\$273.52	\$8895.00
	Work Description: ac changeout			

PM24-0044	Gene B Reynolds	315 BANYAN WAY	\$91.83	\$2927.50
Work Description: Air Handler changeout (same size) and no ductwork				
PM24-0043	Kristin N Kelly	507 BANYAN WAY	\$213.07	\$6929.00
Work Description: replace HVAC system exact size change out no duct work				
PM24-0045	Gregory L Vermett	204 FLAMINGO LN	\$313.51	\$10586.00
Work Description: Replace A/C system				
PM24-0038	Michael B Kabran	503 OAK ST	\$225.10	\$7320.17
Work Description: Replace 15 Seer2 3-ton cu only to match existing AH exact size c/o no duct work				
PM24-0041	Kristin N Kelly	424 RIVERSIDE DR	\$323.36	\$11548.00
Work Description: REPLACE HVAC SYSTEM EXACT SIZE CHANGE OUT NO DUCT WORK				

Total Permits For Type: 10
Total Fees For Type: \$2450.75
Total Const. Value For Type: \$83096.67

Miscellaneous

Permit #	Applicant	Address	Fee Total	Const. Value
PMC24-0006	STRUCTURED BROADBAND SERVICES	441 RIVER VW	\$0.00	\$0.01
Work Description: Install 146' of new cable. To equal 99' of (2) directional road/driveway bore's and 47' of underground trench				
PMC24-0005	STRUCTURED BROADBAND SERVICES	450 SANDY KY	\$0.00	\$0.01
Work Description: Install 141' of new cable. To equal 66' of (2) directional road/driveway bore's and 75' of underground trench				

Total Permits For Type: 2
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.02

Paver, Concrete, & Deck

Permit #	Applicant	Address	Fee Total	Const. Value
PCD24-0011	ALLIANCE PAVERS	320 AVENUE A	\$199.93	\$6500.00
Work Description: Install front and back patio pads with pavers				
PCD24-0010	MELBOURNE LAWN & LANDSCAPING INC.	1902 NEPTUNE DR	\$148.16	\$4800.00
Work Description: Install paver driveway, walkway, and front patio				

Total Permits For Type: 2
Total Fees For Type: \$348.09
Total Const. Value For Type: \$11300.00

Plumbing

Permit #	Applicant	Address	Fee Total	Const. Value
PP24-0013	Gomiela, Ryan	213 SIXTH AVE	\$320.83	\$11300.00
Work Description: re-pipe home in uponor pipe				

PP24-0012	DOUG HERRELL	407 BANYAN WAY	\$239.85	\$7800.00
Work Description: Run new water lines in attic to existing fixtures				
PP24-0007	LaScola's Building & Remodeling LLC	211 ELM AVE	\$537.98	\$33398.00
Work Description: Replace plumbing valves in the kitchen and 2 baths, add new fixtures. Retile shower floors and walls. Install cabinets in kitchen				
PP24-0009	JOSHUA WAIN	201 OCEAN AVE	\$118.00	\$3800.00
Work Description: Installation of a Grease Trap and a Wet solid separator system. Look at plans				
PP24-0011	Bibby, Julie Hodges	2102 ROSEWOOD DR	\$154.00	\$1825.00
Work Description: install moen post tem valve with cpvc pipe and fittings				

Total Permits For Type: 5
Total Fees For Type: \$1370.66
Total Const. Value For Type: \$58123.00

Pool

Permit #	Applicant	Address	Fee Total	Const. Value
PPL24-0011	VAN NEST POOLS DAVID VAN NEST	521 ANDREWS DR	\$697.00	\$48000.00
Work Description: Installation of inground swimming pool				
PPL24-0012	GROUND ED BUILDS BREVARD, LLC	402 SURF RD	\$717.50	\$50000.00
Work Description: CONSTRUCTION OF NEW IN GROUND POOL AND SPA				

Total Permits For Type: 2
Total Fees For Type: \$1414.50
Total Const. Value For Type: \$98000.00

Pool Resurface

Permit #	Applicant	Address	Fee Total	Const. Value
PPR24-0007	PINEAPPLE POOLS OF FLORIDA, LLC	400 HIBISCUS TRL	\$148.16	\$4800.00
Work Description: Pool resurface				

Total Permits For Type: 1
Total Fees For Type: \$148.16
Total Const. Value For Type: \$4800.00

Reroof

Permit #	Applicant	Address	Fee Total	Const. Value
PPR24-0020	POE ROOFING AND CONSULTING INC	315 FIRST AVE	\$328.00	\$12000.00
Work Description: Shingle roof replacement				
PPR24-0027	QUALITY ROOFING & SHEET METAL OF CFL	503 BANYAN WAY	\$584.25	\$37000.00
Work Description: Remove existing roof and replace with .032GA hidden fastener system (aluminum) 1.5" snaplocik				

PRR24-0029	G&G ROOFING CONSTRUCTION INC CHEYANNE@CFLROOFING.COM	507 BANYAN WAY	\$458.69	\$24750.00
Work Description: shingle rr 45sq, P&S, SWR. Ridge Vents				
PRR24-0026	Patrick Roofing Inc	304 BEAU JEAN AVE	\$419.95	\$20970.00
Work Description: Shingle flat roof replacemtn 19/sq shingles 15/flat				
PRR24-0030	ALFREY ROOFING	395 RIVER VIEW LN	\$163.39	\$5300.00
Work Description: Flat roof - rerof - remove 6 square flat roof and hot tub mop gypsum led rubber per manufacture specs				

Total Permits For Type: 5
Total Fees For Type: \$1954.28
Total Const. Value For Type: \$100020.00

Res Building

Permit #	Applicant	Address	Fee Total	Const. Value
PRB24-0017	Waterman Homes Inc	1805 ATLANTIC ST 132	\$410.00	\$20000.00
Work Description: Misc interior demo, framingg, dry wall cabinet and door installation *all demo & framing, non structural				
PRB24-0016	BURGOON CONSTRUCTION INC	603 HIBISCUS TRL	\$384.93	\$18000.00
Work Description: Fix rotten bottom plate, install 3 windows and 1 dbl door. Patio was capped w/ concrete to bring to FFE. New Exterior siding and new interior drywall				
PRB24-0018	DUNNAM, DAVID A	1105 PINE ST	\$410.00	\$20000.00
Work Description: ENCLOSE GARAGE, 3 WINDOWS, DETACHED 2 CAR GARAGE, CONCRETE PAD FOR4 NE DETACHED 2 CAR GARAGE				
PRB24-0014	MARTIN SULLIVAN CONSTRUCTION INC	150 RIVERSIDE DR	\$1217.50	\$100000.00
Work Description: kitchen remodel				

Total Permits For Type: 4
Total Fees For Type: \$2422.43
Total Const. Value For Type: \$158000.00

Res New Construction

Permit #	Applicant	Address	Fee Total	Const. Value
PRB24-0019	GROUND ED BUILDS BREVARD, LLC	526 SUNSET BLVD.	\$4426.88	\$950000.00
Work Description: Construction of New Single Family Home				

Total Permits For Type: 1
Total Fees For Type: \$4426.88
Total Const. Value For Type: \$950000.00

Shed

Permit #	Applicant	Address	Fee Total	Const. Value
PSH24-0006	TUFF SHED, INC	418 FIRST AVE	\$212.66	\$6916.00
Work Description: 10 x12 site built shed - no concrete, no electric. Engineering pg 3 opt 3				

PSH24-0007	DANIELSON, CHRISTINE	309 3RD AVE	\$139.03	\$4500.00
	Work Description: 10' x 12' utility shed no power			
PSH24-0005	CRIST, MARTIN JOSEPH	1906 ROSEWOOD DR	\$149.68	\$4850.00
	Work Description: 10 x012 shed tie down			

Total Permits For Type: 3
Total Fees For Type: \$501.37
Total Const. Value For Type: \$16266.00

Solar

Permit #	Applicant	Address	Fee Total	Const. Value
PSL24-0003	LUMIO HX. INC	210 5TH AVE	\$0.00	\$79488.00
	Work Description: PV SOLAR PANEL INSTALLATION ROOF MOUNTED. Line side tap/TDR/DNR Required SOW: provide line side tap connection at the main service panel outside 110 amp fuses required			

Total Permits For Type: 1
Total Fees For Type: \$0.00
Total Const. Value For Type: \$79488.00

Tree

Permit #	Applicant	Address	Fee Total	Const. Value
PTR24-0009	RUMBLEY FAMILY REVOCABLE LIVING TRUST	412 SIXTH AVE	\$0.00	\$0.01
	Work Description: cut and dispose of 2 20' coconut palms in back yard			

Total Permits For Type: 1
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.01

Window, Door, and Shutter Permit

Permit #	Applicant	Address	Fee Total	Const. Value
PWS24-0050	Pwd-Orlando Llc	703 ATLANTIC ST	\$369.71	\$16069.00
	Work Description: Replacing 2 Impact Doors Size for Size			
PWS24-0045	RENEWAL BY ANDERSON	501 BANYAN WAY	\$877.24	\$65584.00
	Work Description: windows and doors replacement replace 14 impact windows and 1 impact door size for size			
PWS23-0101	AMERICAN MADE WINDOWS	409 PELICAN KY	\$252.15	\$8200.00
	Work Description: replacement windows			
PWS24-0052	HOWARD GARAGE DOORS	406 RIVERSIDE DR	\$130.00	\$4200.00
	Work Description: install 2 new garage doors			

Total Permits For Type: 4
Total Fees For Type: \$1629.10
Total Const. Value For Type: \$94053.00

Grand Total Fees:	\$19,217.47
Grand Total Permits:	59.00
Grand Total Const. Value:	\$1753372.56

Inspection Totals

Beam & Column	1
BTR FIRE	2
Column & Tie Beam	4
Deadmen & Tiebacks	1
Deck	2
Dry-In	4
Drywall	1
Electrical	7
Electrical Underground	2
Equipotential	1
Erosion Control	1
Final	13
Final	6
Final Building	2
Final Electrical	1
Final Fence	3
Final Mechanical	10
Final Paver, Concrete, & Deck	1
Final Plumbing	4
Final Pool	1

Inspection Totals

Final Pool Enclosure	1
Final window, Door, & Shutter	6
Fire Inspection	3
Form Board	1
Framing	4
Gas Line Final	1
In Progress	3
In-Progress	2
Insulation	2
Lath	1
Pre Pour	2
Rough Electrical	7
Rough Mechanical	5
Rough Plumbing	17
Screw	1
Sewer Connect	3
Sheathing (or Affidavit)	1
Steel & Ground	3
Underground Plumbing	2

Total # of Inspections: 132

Enforcement List

Open Code Enforcement Cases May, 2024

06/11/2024

1/1

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE23-0179	204 CHERRY DR	Short Term Rental Violations	Open - Court Magistrate	Staff	07/31/23	
ECE23-0192	323 AVENUE A	Attractive Nuisance	Open - Second Letter Certified Mail	Staff	09/21/23	
ECE23-0193	409 THIRD AVE	Attractive Nuisance	Open - First Letter Sent	Staff	09/21/23	
ECE23-0201	302 ORANGE ST	Building Permit Violation	Open - Court Magistrate	Staff	11/14/23	
ECE23-0206	200 OCEAN AVE STE 203	Business Tax	Open - First Letter Sent	Staff	12/18/23	
ECE24-0208	314 AVENUE B	Building Permit Violation	Open - Citation Issued	Staff	01/11/24	
ECE24-0214	387 RIVER VIEW LN	Short Term Rental Violations	Open - First Letter Sent		04/01/24	
ECE24-0219	411 HIBISCUS TRL	Lighting Violations	Open - First Letter Sent	Public - Phone	05/29/24	

Total # of Enforcements: 8

ECE23-0179: Unregistered vacation rental, scheduling hearing with Special Magistrate

ECE23-0192: Lawn overgrown, property owner not responsive.

ECE23-0193: Owner getting demolition estimates.

ECE23-0201: Magistrate ruled, fines accruing.

ECE23-0206: BTR invoice and late fees sent to business owner.

ECE24-0208: Property owner working with Building Official to remedy.

ECE24-0214: Property owner in the process of registering property as short term rental with the Town.

ECE24-0219: Lighting violation, working with property owner to comply.

Enforcement List

Code Violations Closed in May, 2024

06/11/2024

1/1

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE24-0217	600 JASMINE DR	Noise Complaints	Closed - Complied	Public - Phone	04/29/24	05/06/24
ECE24-0218	408 AVENUE A	Attractive Nuisance	Closed - Complied	Public - Phone	05/13/24	05/29/24

Total # of Enforcements: 2

ECE24-0217: Morning workday noise from employees meeting in front of home business at start of day.

ECE24-0218: Life Safety Violation, overgrown property preventing safe ingress/egress in an emergency.

Certificate List

Registered Short Term Vacation Rentals as of 6/11/2024

06/11/2024

1/1

Certificate #	Property Address	Certificate Type	Holder	Status	Issued	Expires	Amount Due
CVR22-0044	224 FIFTH AVE	Vacation Rental	POVICH, ROBYN S	Issued	07/07/2023	07/07/2024	\$0.00
CVR23-0002	501 POINSETTIA RD	Vacation Rental	GENNA, PETE	Issued	07/06/2023	07/06/2024	\$0.00
CVR23-0003	304 FOURTH AVE	Vacation Rental	SAMMELMAN, MARK T	Issued	01/11/2024	01/11/2025	\$0.00
CVR23-0007	510 BANYAN WAY	Vacation Rental	MCGRATH, JEFFREY	Issued	08/02/2023	08/02/2024	\$0.00
CVR23-0011	400 AVENUE B	Vacation Rental	KERR, JOHN	Issued	08/31/2023	08/31/2024	\$0.00
CVR23-0015	527 AVENUE B	Vacation Rental	SEIDEL, BRIAN R	Issued	11/08/2023	11/08/2024	\$0.00
CVR23-0016	217 FOURTH AVE	Vacation Rental	FOURTH AVENUE LLC	Issued	10/17/2023	10/17/2024	\$0.00
CVR23-0017	211 CHERRY DR	Vacation Rental	LA GALA, DEAN	Issued	10/27/2023	10/27/2024	\$0.00
CVR23-0019	228 6TH AVE	Vacation Rental	WELLENS, DOUGLAS M	Issued	10/26/2023	10/26/2024	\$0.00
CVR23-0020	212 DOGWOOD AVE	Vacation Rental	DEAN LAGALA	Issued	10/27/2023	10/27/2024	\$0.00
CVR23-0021	317 FIRST AVE	Vacation Rental	LESINSKI, ZACH	Issued	10/24/2023	10/24/2024	\$0.00
CVR23-0022	1905 REDWOOD AVE	Vacation Rental	ATLANTIC SURFSIDE, LLC	Issued	10/30/2023	10/30/2024	\$0.00
CVR23-0023	411 OAK ST	Vacation Rental	MOLINA OAK LLC	Issued	11/14/2023	11/14/2024	\$0.00
CVR23-0024	315 AVENUE B	Vacation Rental	KOGOK, RONALD C, JR	Issued	11/06/2023	11/06/2024	\$0.00
CVR23-0025	2201 REDWOOD AVE	Vacation Rental	NEWTON, SHEILA D	Issued	11/21/2023	11/21/2024	\$0.00
CVR24-0001	308 SECOND AVE	Owner Occupied Exempt	NOBLE, LINDA S	Issued	01/10/2024	12/31/2024	\$0.00
CVR24-0002	311 FIRST AVE	Owner Occupied Exempt	JEPPSON, RICHARD C	Issued	01/10/2024	12/31/2024	\$0.00
CVR24-0003	322 3RD AVE	Owner Occupied Exempt	BARTON, JOYCE	Issued	01/10/2024	12/31/2024	\$0.00
CVR24-0004	205 SURF RD	Vacation Rental	BLESSED IN THE SON LLC	Issued	03/12/2024	03/12/2025	\$0.00
CVR24-0005	312 SECOND AVE	Vacation Rental	HENSEL, KURT	Issued	03/01/2024	03/01/2025	\$0.00
CVR24-0006	209 FIRST AVE	Vacation Rental	KERR, HOWARD, DIANE	Issued	03/04/2024	03/04/2025	\$0.00
CVR24-0007	320 2ND AVE	Vacation Rental	WAGNER, CHRISTOPHER WAGNER, KIM	Issued	02/27/2024	02/27/2025	\$0.00
CVR24-0008	301 OAK ST	Vacation Rental	BOCA COVE HIGHLAND BEACH LLC	Issued	04/23/2024	04/23/2025	\$0.00
CVR24-0009	300 THIRD AVE	Vacation Rental	GNK PROPERTIES	Issued	04/18/2024	06/05/2025	\$0.00
CVR24-0010	405 FIFTH AVE	Vacation Rental	GNK PROPERTIES LLC	Issued	04/18/2024	06/05/2025	\$0.00
CVR24-0014	415 HIBISCUS TRL	Vacation Rental	GOSSELIN, JAKE	Issued	05/29/2024	06/12/2025	\$0.00
CVR24-0015	311 AVENUE A	Vacation Rental	K5 INVESTMENT GROUP LLC	Issued	05/21/2024	06/09/2025	\$0.00

Total # of Certificates: 27

Total Amount Due: \$0.00



Town of Melbourne Beach



Fire Department

MONTHLY REPORT – May 2024

Incident Response

For the month of May 2024, the Melbourne Beach Volunteer Fire Department responded to 12 calls for service. The average number of responding volunteer personnel per paged out call for the month was 10.

Breakdown:

- 9 Fire/Rescue 911 Calls (Paged out)
- 3 Coverage/Standby Assignments (Founders Day & FWC Dive Event)

Department Membership

- 1 Fire Chief (*Full-Time*)
- 1 Maintenance Technician (*Part-Time*)
- 18 Certified Volunteer Firefighters
- 5 Support Services Volunteers
- 4 Probationary Members
- 4 Administrative Volunteers
- 1 Volunteer Fire Chaplain

Notable Incidents

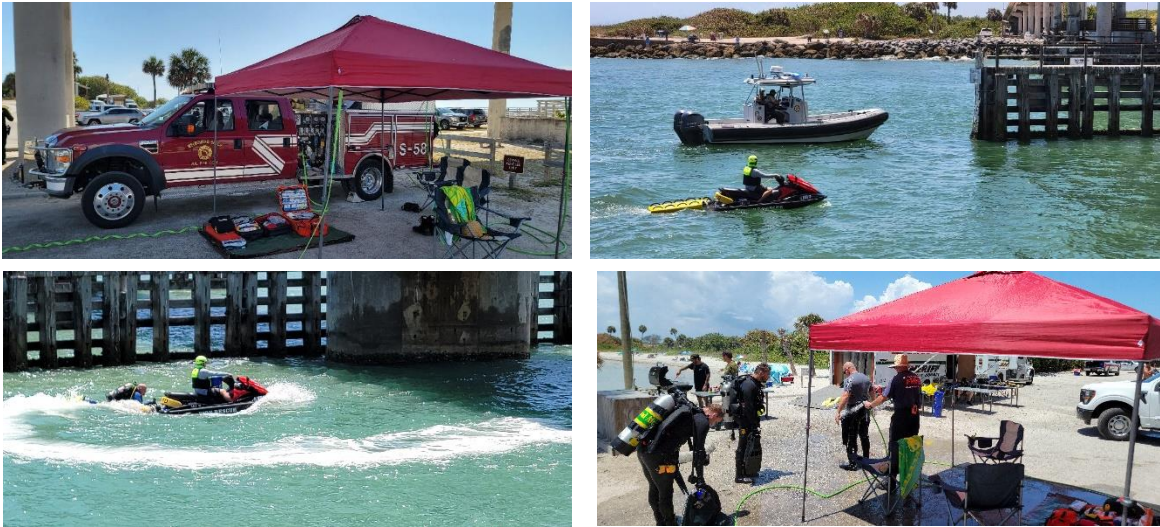
- None

Volunteer Recruitment

The Melbourne Beach Volunteer Fire Department is currently recruiting local men and women who have a desire to serve our community. No experience is needed and all training will be provided. Our next new hire orientation is scheduled for July 9th. For more information, visit MBVFD.com/recruitment or email FireTraining@MelbourneBeachFL.org.

Notable Events

On 5/1/2024 & 5/2/2024 – Standby Coverage for Public Safety Diver Cleanup Event at Sebastian Inlet. The Melbourne Beach Volunteer Fire Department's Water Rescue Team was requested by the Florida Fish & Wildlife Commission to assist in providing rescue assets for their large-scale dive operation. Law enforcement agencies from all over the State participated in the cleanup event. Melbourne Beach was the only Municipal Fire Department that participated in the event, and provided a Jet Ski w/ operator for diver rescue and transport, as well as Squad 58 with a BLS medical crew for wash down and basic first aid. Over the course of 2 days, approximately 1,500lbs of marine debris was removed from the water at the Sebastian Inlet State Park. This is the 2nd year that Melbourne Beach has been invited and participated.



The Melbourne Beach Volunteer Firefighters Association purchased a new vessel for the Department's Marine Rescue Division at a cost of \$70,000. The vessel is a lightly used 22ft pathfinder that was previously owned by the Indian River Sheriff's Office Special Operations Unit. The new vessel will be donated to the Fire Department for use by its Marine Rescue Division, and the old vessel will be returned to the Firefighters Association and sold to help cover the cost of upgrades to the new vessel. The new vessel has significantly better technology and many improvements that will allow the Fire Department to better serve the community in times of need. The new vessel will be on display for the community to see at the Firefighters Association 4th of July in the Park event.

This month, volunteer John (Jack) Miller not only earned his State of Florida Volunteer Firefighter Certification, but also completed the EMT program and Eastern Florida State College.

Chief Brown & Fire Chaplain Kevin Diamond attended the Space Coast League of Cities meeting hosted by Melbourne Beach/Indialantic.

The Fire Department provided standby coverage for the Town's Founders Day event. The event was well attended by the community and there were no major incidents this year, just a few minor first aids requests.

Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 6/13/2024 5:43:44 PM



Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 05/01/2024 | End Date: 05/31/2024

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2024-45	05/01/2024		9700 S Hwy A1A , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	05/01/2024 07:29	05/01/2024 15:28
2024-46	05/02/2024		9700 S Hwy A1A , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	05/02/2024 09:31	05/02/2024 14:54
2024-47	05/04/2024		522 Ocean AVE , Melbourne Beach, FL, 32951	Alarm system activation, no fire - unintentional	05/04/2024 22:21	05/04/2024 22:33
2024-48	05/04/2024		507 Ocean AVE , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	05/04/2024 06:30	05/04/2024 22:34
2024-49	05/08/2024		1005 Atlantic ST , Melbourne Beach, FL, 32951	Heat detector activation due to malfunction	05/08/2024 11:28	05/08/2024 11:42
2024-50	05/14/2024		1005 Atlantic ST , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	05/14/2024 10:38	05/14/2024 10:50
2024-51	05/17/2024	Intersection	2nd AVE / Pine Street, Melbourne Beach, FL, 32951	Motor vehicle accident with no injuries.	05/17/2024 16:31	05/17/2024 17:25
2024-52	05/18/2024		1005 Atlantic ST , Melbourne Beach, FL, 32951	Heat detector activation due to malfunction	05/18/2024 11:15	05/18/2024 11:43
2024-53	05/18/2024		3535 S Highway A1A , Melbourne Beach, FL, 32951	Assist police or other governmental agency	05/18/2024 18:44	05/18/2024 19:20
2024-54	05/20/2024		437 Riverview LN , Melbourne Beach, FL, 32951	Smoke detector activation due to malfunction	05/20/2024 05:57	05/20/2024 06:27
2024-55	05/20/2024		205 2nd AVE , Melbourne Beach, FL, 32951	Dispatched & cancelled en route	05/20/2024 06:00	05/20/2024 06:28
2024-56	05/27/2024		1903 Atlantic ST , Melbourne Beach, FL, 32951	Removal of victim(s) from stalled elevator	05/27/2024 13:09	05/27/2024 13:14

Location Type is only filled in when it is marked Intersection, Directions, or National Grid on Basic Info 3.



Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 6/13/2024 5:44:49 PM



Personnel Count per Incident for Date Range

Start Date: 05/01/2024 | End Date: 05/31/2024

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
2024-45	5/1/2024 07:29:46	571 - Cover assignment, standby, moveup	19112	3	0	3
2024-46	5/2/2024 09:31:00	571 - Cover assignment, standby, moveup	19112	4	0	4
** 2024-47	5/4/2024 22:21:01	745 - Alarm system activation, no fire - unintentional	19112	4	7	11
2024-48	5/4/2024 06:30:00	571 - Cover assignment, standby, moveup	19112	1	13	14
** 2024-49	5/8/2024 11:28:06	734 - Heat detector activation due to malfunction	19112	5	4	9
** 2024-50	5/14/2024 10:38:57	735 - Alarm system sounded due to malfunction	19112	8	5	13
** 2024-51	5/17/2024 16:31:24	324 - Motor vehicle accident with no injuries.	19112	8	1	9
** 2024-52	5/18/2024 11:15:59	734 - Heat detector activation due to malfunction	19112	4	5	9
** 2024-53	5/18/2024 18:44:40	551 - Assist police or other governmental agency	19112	4	6	10
** 2024-54	5/20/2024 05:57:37	733 - Smoke detector activation due to malfunction	19112	4	6	10
** 2024-55	5/20/2024 06:00:47	611 - Dispatched & cancelled en route	19112	4	4	8
** 2024-56	5/27/2024 13:09:22	353 - Removal of victim(s) from stalled elevator	19112	1	9	10

TOTAL # OF INCIDENTS: 12

AVERAGES:

4.2

5.0

9.2

Total # of incidents
paged out for
volunteer response: 9

** Without EMS Assist or Service Calls:
(Paged out calls only)

4.7

5.2

9.9

Only REVIEWED incidents included



emergencyreporting.com

Doc Id: 358

Page # 1 of 1



Melbourne Beach Police Department

Chief Zander's Monthly Report

May 2024



Operations:

In May 2024, the department responded to 1609 calls for service and 116 house checks.

Activity:

- 94 Citations / 18 Written Warnings
- 322 Traffic Stops
- 167 Traffic Enforcement Details
- 1 Traffic Complaint
- 23 Parking Citations

Our radar trailer continues to be placed in various locations throughout the Town. Last month it was again on Riverside Dr. During the month nearly 90,000 cars used Riverside Dr. The average speed was 25.9 MPH. 93% of the vehicles were at or under the speed limit. Atlantic St. is our hot spot and we will continue to enforce the speed limit. We will also continue to give attention to all of our roads and streets within our town to maintain visibility and remind our citizens to follow the speed limit.

PD News

- Worked with the Town on Founder's Day. Zero Law enforcement issues.
- Held department Luncheon where Officer Meehan was celebrated and was given his officer of the year plaque.
- Was a guest at the Gemini Safety Patrol Kick ball end of year game.
- Attended the Brevard County Police Chief's Luncheon celebrating and thanking Christine, our administrative assistant as well as the other agencies within the county.
- Hired our new officer Jim O'Byrne.
- Gave conditional offer to Edgar Rivera Manzano who will start June 17th. Will be fully staffed at that point.
- Attended grand opening of the brand new county EOC
- Attended the closing ceremony of Police Week at Patrick Airforce Base
- Was a stage guest for a High School Graduation in the county
- Attended League of Cities Dinner with other Town Staff.

- Selected our new Volunteer Supervisor Jeff Pigott who will be assisting in getting our Volunteer program up and running.

CRIME Update:

- Had nearly 15 vehicle burglaries in one night
 - Included one stolen truck that was recovered in Melbourne.
 - Included one firearm that was stolen from an unlocked vehicle
- 4 Domestic Calls for service
- 1 Residential Burglary
- Several arrests
 - 1 for Domestic Violence
 - 3 for Traffic related
- 7 Assist other Law enforcement agencies

Town of Melbourne Beach

Town Clerk Report

Records Management Project/ Scanning Project – The scanning company is working on scanning our first project which contains over forty boxes of Commission and Board minutes, agenda packets, ordinances, resolutions, variances, special exceptions, and final orders.

New Town Website Project – Finished round two of revisions and Granicus is now building the website.

Audio-Visual Equipment Project – All of the equipment has been installed and operational. After attempting to use the system for the May Commission meeting an issue was found related to the internet. We are currently working with our IT company on a solution.

Meetings – Continue to meet bi-weekly with Granicus about the new town website. Schedule meetings as needed with MCCi regarding the records management project. Attended the May Space Coast League of Cities meeting.

Town Meetings – Prepared agendas and minutes and attended the Planning and Zoning Board Meeting and the Regular Town Commission Meeting. Prepared for the Environmental Advisory Board, Parks Board, and the History Center Board Meetings.

Elections – The Town of Melbourne Beach will conduct a Municipal Election in conjunction with the November 5th General Election for the purpose of electing two at-large Commissioners for a three-year term.

Form 6 Update – On Monday, June 10, 2024, a Federal Court granted a preliminary injunction that changes the form filing requirement from a 2023 Form 6 back to a 2023 Form 1.

- Anyone who has already e-filed a Form 6 does not need to file a 2023 Form 1. If you have already e-filed a Form 6 you cannot replace it with a Form 1.
- All Governing Board Members in office in 2023, as well as those appointed or elected in 2024 must e-file the 2023 Form 1 by July 1, 2024.
- Candidates Qualifying for a Governing Board Member position must e-file a Form 1 for qualification purposes.

Town Commission Meeting

Section: Public Hearings
Meeting Date: June 19, 2024
From: Ryan Knight Town Attorney
Re: Ordinance 2024-03 “Camping Prohibited” – Second Reading

Background Information:

During the May 15, 2024 Regular Town Commission Meeting the Town Commission approved the first reading of the Ordinance with one change to prohibit camping on all properties for any amount of time in the Town.

During the April 17, 2024 Regular Town Commission Meeting the Town Commission requested the ordinance prohibit camping on all properties in the Town.

During the March 20, 2024 Regular Town Commission Meeting the Town Commission asked me to prepare an Ordinance that prohibits individuals from camping for extended periods of time on residentially-zoned properties in neighboring municipalities. Our Ordinance would prohibit camping on all property in the Town used for residential purposes for more than 72 consecutive hours in a 30-day period.

Recommendation:

Consider approving the second reading of Ordinance 2024-03 Camping Prohibited.

Attachments:

Ordinance 2024-03

Business Impact Estimate

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73-20, "CAMPING PROHIBITED," IN THE CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SERVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Melbourne Beach has the authority under Article VIII, Section 2(b), of the Florida Constitution and Chapter 166, *Florida Statutes*, to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission is aware of issues regarding individuals camping for extended periods of time on residentially-zoned and commercially-zoned properties in neighboring municipalities; and

WHEREAS, the Town Commission desires to protect the health, safety, and welfare of the residents of the Town of Melbourne Beach; and

WHEREAS, the Town Commission finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

NOTE: Underlined words constitute additions to the Town of Melbourne Beach Code of Ordinances, ~~strikethrough~~ constitutes deletions from the original Code of Ordinances, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 2. Chapter 73-20, "Camping Prohibited," is hereby created and reads as follows:

§ 73-20. CAMPING PROHIBITED

(a) For purposes of this section, "camping" is defined as:

(1) Sleeping or otherwise being in a temporary shelter out-of-doors, including but not limited to tents, sleeping bags, bedroll, or blankets; or

(2) Sleeping out-of-doors or sleeping in non-permitted structures; or

(3) Cooking over an open flame or fire out-of-doors except small, self-contained, commercially available heating devices not requiring any special facilities to be safely operated.

(b) Camping is prohibited on all property within the Town limits.

(c) In the event of an emergency, the Town Manager may waive subsection (c).

Section 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 5. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

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

PASSED AND ADOPTED this ____ day of _____, 2024, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Melbourne Beach website by the time notice of the proposed ordinance is published.

ORDINANCE 2024-03

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73-20, "CAMPING PROHIBITED," IN THE CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Melbourne Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town of Melbourne Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;

¹ See Section 166.041(4)(c), Florida Statutes.

- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Melbourne Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance creates 73-20 in the code of ordinances prohibiting camping on all properties within the town limits and provides for definitions and exceptions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Melbourne Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Melbourne Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct compliance costs that businesses may incur, no new charges or fees imposed by the ordinance, and no regulatory costs to the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance would be applicable to all businesses within the Town, but would have a negligible impact.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

Town Commission Meeting

Section: Public Hearings
Meeting Date: June 19, 2024
From: Ryan Knight Town Attorney
Re: Ordinance 2024-04 Prohibit Smoking – Second Reading

Background Information:

During the May 15, 2024 Regular Town Commission Meeting the Town Commission approved the first reading of Ordinance 2024-04 Prohibit Smoking.

During the April 17, 2024 Regular Town Commission Meeting the Town Commission requested an Ordinance be prepared to prohibit smoking, create penalties, and add definitions.

Recommendation:

Consider approving the second reading of Ordinance 2024-04 Prohibit Smoking.

Attachments:

Ordinance 2024-04

Business Impact Estimate

ORDINANCE NO. 2024-04**AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73, ARTICLE VI, "PARKS AND BEACHES" IN THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN TOWN PARKS AND PUBLIC BEACHES; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SERVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Melbourne Beach has the authority under Article VIII, Section 2(b), of the Florida Constitution and Chapter 166, *Florida Statutes*, to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Section 386.209, *Florida Statutes*, provides that the Town may further restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars; and

WHEREAS, Section 386.209, *Florida Statutes*, provides that the Town may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars; and

WHEREAS, the youth and citizens of the Town utilize the Town parks and beaches and are exposed to secondhand smoke by smokers; and

WHEREAS, exposure to secondhand smoke can cause numerous health problems and has been linked to cancer and other fatal diseases; and

WHEREAS, according to the U.S. Department of Health and Human Services, tobacco smoke contains over 7,000 chemicals, including hundreds that are toxic and up to 69 that are known to cause cancer; and

WHEREAS, according to research from Ocean Conservancy, cigarette butts are a top item left behind on beaches; and

WHEREAS, small and notoriously difficult to clean up, cigarette butts contain toxic chemicals and microplastics that adversely impact the environment; and

WHEREAS, the Town Commission has determined that it is in the public interest to restrict smoking on the beach and public parks as permitted by the Florida Clean Air Act; and

WHEREAS, the Town Commission has determined that prohibiting the use of certain tobacco products causing secondhand smoke on public beaches and in public parks promotes the health and safety of the citizens of the Town; and

WHEREAS, the Town Commission has determined that the reduction of tobacco products and cigarette butts on public beaches and in public parks promotes the aesthetics of the Town and is beneficial for the environment; and

WHEREAS, the Town Commission finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

NOTE: Underlined words constitute additions to the Town of Melbourne Beach Code of Ordinances, ~~strike through~~ constitutes deletions from the original Code of Ordinances, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 2. Article VI, Chapter 73-60, “Parks and Beaches,” is hereby created and reads as follows:

Article VI. Parks and Beaches

§ 73-60. DEFINITIONS

Beach or Beaches means those areas of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Public Park means a publicly owned or operated area used or available for the public’s use as a recreational facility and designated by the town as a “park” in the town’s comprehensive plan.

Smoke or Smoking means inhaling, exhaling, vaping, burning, carrying, or possessing any lighted tobacco product, including cigarettes, vapor-generating electronic devices, filtered cigars, pipe tobacco, and any other lighted tobacco product whether natural or synthetic.

§ 73-61. SMOKING PROHIBITED

- (a) It shall be unlawful for any person to smoke within the boundaries of any public park or any public beach within the jurisdictional limits of the Town. Pursuant to section 386.209, Florida Statutes, this provision shall not apply to the smoking of unfiltered cigars.

(b) The town manager, or town manager’s designee, shall conspicuously post, or cause to be posed, signs stating that smoking of tobacco products, with the exception of unfiltered cigars, is prohibited on the public beach or public park.

§ 73-62. PENALTIES

The following penalties shall be imposed for violations of section 73-61:

- (a) First offense shall be punishable by a \$100.00 civil fine.
- (b) Second or subsequent offense shall be punishable by a \$200.00 civil fine.

A violation of this article may be enforced by citation by any law enforcement officer or by any code enforcement officer.

Section 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 5. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

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

PASSED AND ADOPTED this ____ day of _____, 2024, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Melbourne Beach website by the time notice of the proposed ordinance is published.

ORDINANCE 2024-04

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, CREATING CHAPTER 73, ARTICLE VI, "PARKS AND BEACHES" IN THE CODE OF ORDINANCES TO PROHIBIT SMOKING IN TOWN PARKS AND PUBLIC BEACHES; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Melbourne Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town of Melbourne Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or

¹ See Section 166.041(4)(c), Florida Statutes.

- The proposed ordinance is enacted to implement the following:
- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Melbourne Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance creates Chapter 73 specifically Article VI Parks and Beaches in the code of ordinances to prohibit smoking in town parks and public beaches, provide definitions, and provide enforcements and penalties.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Melbourne Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Melbourne Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct compliance costs that businesses may incur, no new charges or fees imposed by the ordinance, and no regulatory costs to the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is estimated there will be a negligible impact on any businesses as a result of the proposed ordinance.

4. Additional information the governing body deems useful (if any):

Section 386.209, *Florida Statutes*, provides that the Town may further restrict smoking within the boundaries of any public beaches and public parks that they own except that they may not further restrict the smoking of unfiltered cigars.

Section 386.209. *Florida Statutes*, provides that the Town may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars.

Town Commission Meeting

Section: Old Business
Meeting Date: June 19, 2024
From: Town Manager, Elizabeth Mascaro
Re: Lifeguard Contract 2024-2025 (Grant Program)

Background Information:

The County Commission for Brevard County is increasing the amount of money the Town needs to contribute to funding a lifeguard at Ocean Park. The Town pays \$ 22,350.43 for two seasonal lifeguards at Ocean Park.

The County is requesting the Town contribute \$63,967.08 for a seasonal guard for the 2024-2025 season. This represents a 50% cost share of \$127,934.17. Seasonal Tower operates March to May on weekends only, spring break and holidays for 8 hours daily. June and July towers operate 7 days per week, 8 hours per day. From August through Labor Day, towers operate 8 hours per day on weekends and holidays as schools go back into session. Each tower will have 2 lifeguards on duty

A year round guard would be \$166,771.33 representing a 50% cost share of \$333,542.66

The Town must notify the County of our decision by June 30, 2024.

Indialantic and Satellite Beach have opted out of the program.

Recommendation:

Consider funding a seasonal lifeguard for the 2024-2025 season.

Attachments:

Cover letter, Lifeguard Services Program Guidelines, Contract (Grant) Agreement, Notice of Award.



BOARD OF COUNTY COMMISSIONERS

County Manager's Office

2725 Judge Fran Jamieson Way
Building C, Room 301
Viera, Florida 32940

April 10, 2024

Elizabeth Mascaro, Town Manager
Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Re: Brevard County Lifeguard Services Grant Program

Dear Ms. Mascaro,

During a recent Budget Workshop, the Board of County Commissioners directed staff to prepare a grant proposal program for FY 2024/25 for interested municipalities related to future lifeguard services effective October 1, 2024. On April 9, 2024, the Brevard County Lifeguard Services Grant Program was approved by the Board of County Commissioners.

As a result, the County is offering the Town of Melbourne Beach the opportunity to receive a grant for FY 2024/25 to support lifeguard services on beaches along town-maintained parks. The town may submit a grant application prior to June 30, 2024 for FY 2024/25. If the town elects to accept a grant under the program and chooses to provide its own lifeguard services, the town will need to commit, under the terms of the Grant Agreement, to provide lifeguard coverage as outlined in the attachment. Acceptance and participation in the County-Provided Lifeguard Services Grant Program provides both staffing and equipment.

Grant availability will be based on the town's commitment to provide lifeguard services at town-run beaches. If the Town of Melbourne Beach commits to maintain a full-time year-round lifeguard service, the grant amount to be provided for each full-time lifeguard tower would be \$166,771.33. The grant amount for each seasonal lifeguard tower the Town commits to would be \$63,967.08.

The County can continue to offer Lifeguard Services similar to those offered in FY 2023/24 for beaches associated with town managed parks. The Town may apply grant funding toward such payment if the Town would like County Ocean Rescue to provide these lifeguard services.

Re: Brevard County Lifeguard Services Grant Program

Date: April 10, 2024

Page: Two

It is County staff's intent to submit a County Budget Proposal for FY 2024/25 that provides funding for all City/Town grant applications received by the grant submission deadline that commit to the terms under this program. In order to accomplish this, Brevard County will need to receive a response from the Town of Melbourne Beach on the Town's participation in the Brevard County Lifeguard Services Grant Program on or before June 30, 2024.

The County Manager's Budget Proposal will not provide for any alternative funding for lifeguard services and/or tower infrastructure at beaches associated with town-run parks as part of the County's FY 2024/25 Tentative Budget Proposal.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Frank Abbate

County Manager

Enclosures

LIFEGUARD SERVICES GRANT PROGRAM GUIDELINES

1. INTRODUCTION & BACKGROUND

This grant is provided by the Brevard County Board of County Commissioners (BOCC) through the use of General Funds to partially fund/support lifeguard services on beaches along city/town-maintained parks.

The BOCC has authorized the use of General Funds to be used to provide for a 50% cost share for lifeguard services based upon the calculated rate for services provided to the Board of County Commissioners at the February 29, 2024, Board Workshop.

The purpose of this grant program is as follows:

1. Create a matching grant program for lifeguard services which will be available to all municipalities that maintain beaches along Brevard's coast.
 - For beaches owned by municipalities - this program will provide for a grant of 50% of the County costs for lifeguard services within each municipality with a match requirement of 50% from said municipality.
 - The funding of the grant will be paid for out of general funds.
 - The grant program will allow each municipality to choose their level of service with the county or use funding for their own lifeguard services, based on the level of service provided on a 50% cost share.
2. Municipalities are required to let the County know prior to June 30th of their anticipated level of service for Fiscal Year 2024/2025.

2. STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents.

3. APPLICATION PROCESS AND KEY DATES

The municipality must notify the County Manager, in writing no later than June 30, 2024 for FY 2024/2025 funding (October 1st through September 30th).

The Fire Rescue Department will monitor the agreed-upon lifeguard service levels to ensure compliance with the requested service level.

The Grant Program will be administered by the County Manager's Office.

4. ELIGIBILITY

The primary purpose of the Lifeguard Services Grant Program is to provide lifeguard services to beaches along County-maintained and City-maintained parks.

To be eligible to apply for a Lifeguard Services Grant, an eligible municipality must:

1. Provide notice to the County of its intention to be considered for a Lifeguard Services Grant Program;
2. Designate the Park/Beach location and the service/commitment level;
3. State the number of full-time towers and the number of seasonal towers per location; and
4. Establish if the municipality plans to utilize staffing/services as provided by Brevard County Fire Rescue (Ocean Rescue Division) or if the municipality plans to provide their own capital resources and trained personnel.

5. AVAILABLE FUNDS

Funds are available based upon the following criteria:

Annual Cost-Share Amounts		
	Per Full-Time Tower	Per Seasonal Tower
Per Tower (Assets & Salary + Benefits)	\$166,771.33 (50% Cost Share of \$333,542.66)	\$63,967.08 (50% Cost Share of \$127,934.17)

Funds may be available commencing with fiscal year 2024/25.

Upon receipt of a duly executed Grant Agreement, payment shall be made in twelve (12) equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year and provided to the participating municipality for those municipalities utilizing city-provided services. For those municipalities utilizing county-provided services, the municipality should provide payment to the County for the applicable 50% cost share in (twelve) 12 equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year.

In the event the municipality is unable to properly staff their towers or discontinues providing this service during the lifeguard season, these funds are subject to claw back on a pro-rata basis.

6. ELIGIBLE USE OF FUNDS

Funds received for the Lifeguard Services Grant Program must be used for lifeguard services at the location(s) as designated within the grant application.

7. PARTICIPATION REQUEST PROCEDURES

Municipalities participating in the Lifeguard Services Grant Program should complete the application which includes the following:

1. The Fiscal Year grant funding is requested (FY 2024/2025);
2. The location(s) of need and the appropriate type and number of towers per location;
3. Designate if lifeguard services are to be County-provided or City-provided;
4. Calculation of 50% cost share request;
5. All requests for funding should be submitted in accordance with the timelines outlined in Section 3. - Application Process and Key Dates.

8. EVALUATION CRITERIA AND APPROVAL PROCESS

All submissions should be received as follows:

1. Received by the deadline(s) as specified in Section 3.- Application Process and Key Dates;
2. Submissions are complete and contain all required information;
3. Applications are for eligible beach locations;
4. Applications provide for the requested number of full-time and/or seasonal towers; and
5. Applications have been executed by the municipality.

9. REPORTING REQUIREMENTS

Applicants are required to complete an annual report for each fiscal year grant cycle providing the following:

1. Location for which grant funds were received;
2. For each location/tower, was it County-provided services or City-provided services;
3. For City-provided services, provide written certification that the towers were staffed and remained open during full-time/seasonal timeframe, as applicable;
 - a. If City-provided services and towers were not staffed/remained open during applicable timeframes, a pro-rata portion of the grant is subject to claw back.
4. Annual Reports shall be submitted no later than November 30th following completion of the fiscal year in which grant funds were received.

10. TERMS & CONDITIONS

Upon award of the Lifeguard Services Grant, the applicant agrees to be bound by the following terms and conditions:

For County-provided services:

No later than June 30, 2024, the municipality shall provide notice to the County Manager for the chosen level of service (type of and number of towers) at eligible beach location(s).

Upon receipt of a duly executed Grant Application, payment for the applicable 50% cost share should be processed within thirty (30) days of the start of the new fiscal year and provided to the County by those municipalities utilizing County-provided lifeguard services.

Brevard County is a United States Lifesaving Association (USLA) certified agency.

For City-provided services:

No later than June 30, 2024, the municipality shall provide notice to the County Manager of the chosen level of service (type of and number of towers) at eligible beach location(s).

Full-Time Tower Funding Level Requirements (per Tower):

Full time towers operate 8 hours per day, 7 days a week - 365 days during the year. Each full-time tower has 2 lifeguards on duty as staffing allows with supervisory staff support. Full time employees usually work a normal 40-hour work week depending on beach conditions. Brevard County Ocean Rescue operates 4 daily roaming patrols, 8 hours per day, 7 days per week throughout the year. Each roaming patrol has 1-2 lifeguards on duty as staffing allows.

Seasonal Tower Funding Level Requirements (per Tower):

Seasonal towers shall operate 8 hours per day on weekends from March to May. During Spring Break and holidays, they shall operate 8 hours daily. June and July seasonal towers must operate 8 hours per day 7 days per week. From August to September (Labor Day) seasonal towers shall operate 8 hours per day on weekends and holidays as schools go back in session. Each seasonal tower shall have 2 lifeguards on duty as staffing allows and a supervisor for staff support.

All ocean lifeguard services shall be provided in accordance with USLA standards as evidenced by certification or accreditation by the USLA or an equivalent certification body approved in writing by Brevard County.

This grant is contingent upon documentation that the terms and conditions of receipt of grant funds have been met, and receipt of the annual report, as applicable.

This grant is not a lien, either legal or equitable.

City agrees and understands that all funding authorized through this grant shall be used only for eligible activities in accordance with the Lifeguard Services Grant Program.

Legal Responsibilities and Waiver of Trial by Jury:

The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County; **TO WAIVE ANY RIGHT TO A JURY TRIAL**; and that this grant is governed according to the laws of the State of Florida.

City agrees to comply with all federal, state and local laws. If the City chooses grant funding for City provided services, these services are to be provided independently and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this grant shall be interpreted or construed to make the City, or any of its agents, or employees to be the agent, employee or representative of the County.

The City shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this grant without written consent from the Brevard County Manager's Office. The waiver by the County of any of City's obligations or duties under this grant shall not constitute a waiver of any other obligation or duty of the other Party under this grant, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

This grant shall not obligate or make the County or the City liable to any party other than the Parties. Oversight of any City staff or contracted employee will be the responsibility of City. If any provision of this grant is held invalid, the remainder of this grant agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.

11. INDEMNIFICATION AND HOLD HARMLESS

For City-provided services, the City shall indemnify, defend, and hold harmless the County for the negligent acts and omissions of the City's own employees and agents in the provision of services sponsored by this grant, to the extent permitted by law, against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the services. The City expressly agrees that County has no liability to the City for City's provision of services under this grant program. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the County or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes. The Parties acknowledge specific consideration has been exchanged for this provision.

12. AMENDMENT, ASSIGNMENT OF AGREEMENT

Amendments to this grant may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to the grant by both Parties. The City shall not assign any portion of this grant.

All conditions and assurances required by this grant are binding on the Parties.

13. INSURANCE

If you are awarded a grant for City-provided services, you will be required to procure and maintain, at your own expense and without cost to the County, the following types of insurance. In the sole discretion of the County Manager's Office, the County may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in the notice of grant award. The insurance coverage enumerated below constitutes the minimum requirements and shall in no way lessen or limit the liability of the GRANTEE under the terms of the Grant.

- a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
- b. Workers' Compensation and Employers Liability insurance policy covering all employees of the GRANTEE directly or indirectly engaged in work on this Grant with limits of coverage as required by State law.

GRANTOR shall be endorsed as Additional Insured. The following items are required of each Certificate of Insurance:

- Box labeled "Certificate Holder" – shall read "Brevard County"
- Box labeled "Description of Operations/locations/vehicles" – shall read "Brevard County is listed as an Additional insured"
- Provide the Endorsements pages which provide that the County is endorsed as an additional Insured

It is the responsibility of the GRANTEE to provide insurance documents to the County Manager's staff prior to the commencement of work under this grant demonstrating the insurance requirements have been met and to re-submit updated insurance prior to its expiration if this occurs during the grant period.

14. TERMINATION

If either Party fails or refuses to perform any of the provisions required under the grant guidelines, application, or otherwise fails to timely satisfy the grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate the grant or such part of the grant award as to which there has been a delay or a failure to properly perform. Such termination is effective upon the defaulting Party's receipt of the Notice of Termination. Upon

termination, the County has no further obligation to the City, and shall make no further payments pursuant to the grant agreement.

Any payment made in advance of services to be provided shall be reimbursed to the County on a pro-rata basis.

15. RIGHT TO AUDIT RECORDS

In performance of this grant, the City shall keep books, records, and accounts of all activities related to this grant, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the City in conjunction with the performance of this grant shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the City for a period of five (5) years after the end of the grant period, unless returned to the County sooner.

16. SCRUTINIZED COMPANIES

- A. The City certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this grant at its sole option if the City or its Subcontractors are found to have submitted a false certification; or if the City, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this grant.
- B. If this grant is for more than one million dollars, the City further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- C. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this grant at its sole option if the City, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the City, its affiliates, or its Subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the grant.
- D. The City agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this grant. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. The City shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, the City shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-Verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of

Understanding for the business. If applicable, a City may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

- B. A City meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.
- C. As applicable, the City agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the County consistent with the terms of City's enrollment in the program.
- D. Compliance with the terms of this section is made an express condition of this Grant and the County may treat a failure as grounds for immediate termination of this Grant.
- E. A City who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the City hires or employs a person who is not eligible for employment.
- F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
- G. The County will not intentionally award a publicly-funded Grant to any City who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). The County shall consider a City's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

18. PUBLIC RECORDS DISCLOSURES

The City agrees that Florida has broad public disclosure laws, and that any written communications with the City, to include emails, email addresses, a copy of this grant, and any supporting documentation related to this grant are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the City's records relating to the acceptance and use of the County grant are public records that may be subject to production upon request. The City agrees to keep and maintain these public records until completion of the event or activity. Upon completion, the City may continue to retain the public records for five years, or transfer, at no cost, to the County, any public records in its possession in an electronic format readable by County.

Upon a request for public records related to this grant, the County will forward any such request to the City. The County will respond to any public records request. Upon request, as to records in the City's possession, the City will provide access or electronic copies of any pertinent public records related to this grant to the County within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. The City agrees that

the County will consider all documentation the City submits to Brevard County to support payment of this grant to be subject to public records disclosure.

19. NOTICES

Any notices required or permitted by this grant shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTOR/County:

Frank Abbate, County Manager
 Brevard County Manager's Office
 2725 Judge Fran Jamieson Way
 Building C, Suite 301
 Viera, FL 32940
 Phone: (321) 633-2001

GRANTEE/CITY:

Contact information for City

20. EFFECTIVE DATE

The grant shall be effective on the last day the Parties execute the grant award (the "Effective Date"), with payment made in twelve (12) equal monthly payments over the term of this contract commencing within 30 days of the beginning of the applicable fiscal year in which the grant-funded lifeguard services are to be provided.

The Parties agree that all work performed by the City prior to the effective date but during the term of the grant is subject to the provisions of this Agreement, and do not require additional funding.

21. ENTIRETY, CONSTRUCTION OF AGREEMENT, AND COUNTERPARTS

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum ("Clerk's Memo"), any included exhibits or required documentation and the grant award represents the entire understanding between the Parties in its entirety and no other agreements, either oral or written, exist between County and the City.

The Parties acknowledge that they fully reviewed all requirements and had the opportunity to consult with legal counsel of their choice, and that this grant shall not be construed against any Party as if they were the drafter of this grant. This grant may be executed in counterparts all of which, taken together, shall constitute one and the same. The City warrants that it is possessed with all requisite lawful authority to apply for and accept this grant.

22. FOREIGN DISCLOSURES

The City will complete the County's foreign disclosure form and make any required disclosures to the State of Florida.

23. GRANT AWARD

Upon approval by the Brevard County Board of County Commissioners, the County will issue a Notice of Award to the City listing the grant award amount and any additional conditions or restrictions that may differ from the grant guidelines, grant application, Clerk's Memo, and other accompanying documents. Should there be any conflict, the Notice of Award shall control to the extent of said conflict.

Brevard County Lifeguard Services Grant Application Form				
Section 1 - Application Period				
Fiscal Year for Lifeguard Services Funding Request:		FY _____ / _____		
Section 2 - Contact Information				
Grantee/Municipality Name:				
Contact Name:				
Contact Address:				
Contract Phone Number:				
Section 3 - Service Location (Please Complete a Form for Each Location, as Applicable)				
Location/Park Name:				
Location/Park Address:				
Section 4 - Service Type		County-Provided Services:		If County Provided Services, go to Section 5
Check Applicable Box		City-Provided Services:		If City Provided Services, skip to Section 6
Section 5 - Payment Calculation for County-Provided Lifeguard Services				
Number of Full-Time Towers Needed:		@ \$166,771.33 (50% Cost Share of \$333,542.66)	Total per Full-Time Towers:	
Number of Seasonal Towers Needed:		@ \$63,967.08 (50% Cost Share of \$127,934.17)	Total per Seasonal Towers:	
Total Payable to Brevard County for Lifeguard Services (50% Cost-Share)*:				
Section 6 - Grant Calculation for City-Provided Lifeguard Services				
Number of Full-Time Towers Needed:		@ \$166,771.33 (50% Cost Share of \$333,542.66)	Total per Full-Time Towers:	
Number of Seasonal Towers Needed:		@ \$63,967.08 (50% Cost Share of \$127,934.17)	Total per Seasonal Towers:	
Total Payable to the City for Lifeguard Services (50% Cost-Share)*:				

* - Payment shall be made in twelve (12) equal monthly payments over the term of this contract. The 50% cost share payment shall commence within thirty (30) days of the start of the new fiscal year.

(Signature)

(Signature)

(Title)

Frank Abbate, County Manager

(Date)

(Date)

Brevard County Lifeguard Services Grant Annual Report		
Section 1 - Grant Receipt Period		
Fiscal Year for Lifeguard Services Funding Received:	FY _____/_____	
Section 2 - Contact Information		
Grantee/Municipality Name:		
Contact Name:		
Contact Address:		
Contract Phone Number:		
Section 3 - Service Type		
County-Provided Services:		If County Provided Services, skip to Section 5
City-Provided Services:		If City Provided Services, go to Section 4
Section 4 - Certification of Grant Agreement Criteria for Lifeguard Services		
Location/Park	Type of Tower (Full-time or Seasonal)	Number of Towers
Section 5 - Certification		
County-Provided Services:	By signing this form, I certify that the 50% required cost-share for the above-referenced towers was provided to the County in accordance with the Brevard County Lifeguard Services Grant Program.	
City-Provided Services:	By signing this form, I certify that any City-Operated towers for which County Grant Funds were received, were staffed, and remained open during the applicable full-time/seasonal timeframe, in accordance with the Lifeguard Services Grant Program Guidelines.	

 (Signature) _____
 (Title) Date

Annual Reports shall be submitted no later than November 30th following completion of the fiscal year in which grant funds were received.

**GRANT AGREEMENT BETWEEN
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CITY OF _____
FOR
CITY-PROVIDED LIFEGUARD SERVICES PROGRAM**

THIS GRANT AGREEMENT (hereinafter the "Agreement") is made and entered under the authority of Section 125.0104, Florida Statutes and Chapter 102, Article III, Brevard County Code, by and between the GRANTOR, The Board of County Commissioners of Brevard County Florida, a political subdivision of the State of Florida (hereinafter referred to as "GRANTOR"), and the GRANTEE, City of _____, a political subdivision of the State of Florida (hereinafter referred to as the "GRANTEE"). This Agreement is administered by the County Manager's Office, a Department of Brevard County, Florida.

RECITALS

WHEREAS, pursuant to the approval of the Board of County Commissioners on _____, the GRANTOR implemented a Lifeguard Services Grant Program [for Fiscal Year 2024/2025] to provide a mechanism for cost-sharing of lifeguard services on beaches that are along city-owned or city-maintained parks in Brevard County; and

WHEREAS, Brevard County has beaches with multiple public access points via city-owned and/or city-maintained parks that are accessed by residents and tourists; and

WHEREAS, it is the desire of the Board of County Commissioners of Brevard County, Florida to provide safe access to the beaches with the provision of ocean lifeguard services during established hours; and

WHEREAS, on _____ the Board of County Commissioners approved the Lifeguard Services Grant Program and authorized the County Manager to execute the Grant Agreement on behalf of the GRANTOR;

WHEREAS, to secure funding for the upcoming fiscal year, on _____, the City of _____ submitted a request for cost-share for City-Provided Lifeguard Services under this program, in the amount of \$ _____; and

NOW, THEREFORE, both Parties agree as follows:

1. Recitals. The Recitals above are true and correct and incorporated into this Grant.

2. Description of Program.

This grant is provided by the Brevard County Board of County Commissioners through the use of General Funds to partially fund/support lifeguard services on beaches along city/town-maintained parks.

The Board of County Commissioners has authorized the use of General Funds to be used to provide for a 50% cost share for lifeguard services based upon the calculated rate for services provided to the Board of County Commissioners at the February 29, 2024, Board Workshop.

The purpose of this grant program is as follows:

- 1) Create a matching grant program for lifeguard services which will be available to all municipalities that maintain beaches along Brevard’s coast.
 - For beaches owned by municipalities - this program will provide for a grant of 50% of the County costs for lifeguard services within each municipality with a match requirement of 50% from said municipality.
 - The funding of the grant will be paid for out of general funds.
 - The grant program will allow each municipality to choose their level of service with the county or use funding for their own lifeguard services, based on the level of service provided on a 50% cost share.
- 2) Municipalities are required to inform the County prior to June 30, 2024 of their anticipated level of service for Fiscal Year 2024/2025.

3. Service Levels and Tower Funding Requirements.

a) Funds are available based upon the following criteria:

Annual Cost-Share Amounts		
Grant Amount	Full-Time Tower	Seasonal Tower
Per Approved Tower (Assets & Salary + Benefits)	\$166,771.33 (50% Cost Share of \$333,542.66)	\$63,967.08 (50% Cost Share of \$127,934.17)

b) Full-Time Tower Funding Level Requirements (per Tower):

Full time towers operate 8 hours per day, 7 days a week - 365 days during the year. Each full-time tower has 2 lifeguards on duty as staffing allows with supervisory staff support. Full time employees usually work a normal 40-hour work week depending on beach conditions. Brevard County Ocean Rescue operates 4 daily roaming patrols, 8 hours per day, 7 days per week throughout the year. Each roaming patrol has 1-2 lifeguards on duty as manning allows.

c) Seasonal Tower Funding Level Requirements (per Tower):

Seasonal towers shall operate 8 hours per day on weekends from March to May. During Spring Break and holidays, they shall operate 8 hours daily. June and July seasonal towers must operate 8 hours per day 7 days per week. From August to September (Labor Day) seasonal towers shall operate 8 hours per day on weekends and holidays as schools go back in session. Each seasonal tower shall have 2 lifeguards on duty as staffing allows and a supervisor for staff support.

d) Services:

- i. The City agrees to provide First Responder Certified Lifeguard services in accordance with United States Lifesaving Association (USLA) guidelines for the portions of the City municipal beach(es) located as designated in Addendum 1, within a portion of the beach 100 yards north and south of the lifeguard tower.
- ii. Lifeguard location for the lifeguarded beach will be at the discretion of the City.
- iii. Lifeguard personnel shall be on duty for the time periods as defined in Addendum 1.
- iv. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which requires the closing of all or part of the beach for the protection of the public, the City may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The City shall immediately notify the County when such beach closings occur. In the event the County determines that a closure is unnecessary and/or inconsistent with applicable County policy, the amount of County funding provided under this grant agreement may be reduced on a pro rata basis.
- v. The City agrees to cooperate fully with the County in all matters relating to beach safety and the performance of the lifeguards. The City will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch.

Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with City procedures.

4. Grant Award and Findings.

a) Grant and Term. GRANTOR awards GRANTEE a Grant in the amount of \$ _____ payable within 30 days of the beginning of the fiscal year, upon receipt of this duly executed Grant Agreement. "The Grant term is October 1, 2024 to September 30, 2025". The Parties agree that all work related to the Project/Event occurring prior to the execution of this Grant are subject to the terms of this Grant.

b) This Agreement is contingent upon documentation that the terms and conditions of receipt of the grant funds have been met, and receipt of the annual report, which is to be submitted no later than November 30th following the completion of the fiscal year in which funds were received.

Additionally, GRANTOR may reduce reimbursement to GRANTEE on a pro-rata basis if GRANTEE does not meet the program service requirements.

This Grant is not a lien or claim, either legal or equitable, on any of the GRANTOR's revenues. GRANTEE agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities as outlined in the Lifeguard Services Grant Program Guidelines, GRANTEE's Grant Application, attached hereto as **Attachment A and B**, respectively, and as approved by the Board of County Commissioners of Brevard County, Florida in accordance with State and Local law, and this Agreement.

5. Reporting Procedures; Payment Procedures.

a) In order to receive the cost share for the Lifeguard Services Grant Funds, the GRANTEE must notify the County Manager, in writing no later than June 30, 2024, of the funding service level for Fiscal Year 2024/2025 (October 1st through September 30th).

The GRANTEE must submit the application document outlining the location(s), type of lifeguard tower/service level, and number of lifeguard towers that GRANTEE requests to allow County residents and tourists to have safe access to the beaches that runs along a City-owned or City-maintained park. Applications for Fiscal Year 24/25 are due no later than June 30, 2024.

Upon receipt of a duly executed Grant Agreement, payment for the applicable 50% cost share should be processed within thirty (30) days of the start of the new fiscal year and provided to the participating municipality. Notification to the GRANTEE shall be through the Notice of Award (**Attachment C**).

b) Applicants are required to complete an annual report (**Attachment D**) for each fiscal year grant cycle providing the following.

1. Location for which grant funds were received;
2. For each location/tower, was it County-provided services or City-Provided services;
3. For City-provided services, provide written certification that the towers were staffed and remained open during full-time/seasonal timeframe, as applicable;
 - a. If City-provided services and towers were not staffed/remained upon during applicable timeframes, a pro-rated portion of the grant is subject to claw back.
4. Annual Reports shall be submitted no later than November 30th following completion of the fiscal year in which grant funds were received.

c) If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the County Manager shall make the final determination on whether or not the documentation is sufficient to support payment of the Grant.

d) Only those expenses and costs proposed in the GRANTEE's Attachment A and as agreed to by the GRANTOR are eligible for the cost share grant. The Parties agree the GRANTOR will reject submissions for payment for items not submitted in the grant application and agreed to by the GRANTOR or which are not eligible for funding as further stated herein or which are not authorized by the Florida Law and the Brevard County Code of Ordinances. Funds may not be used to pay debt obligations.

6. Miscellaneous Provisions.

a) Third Parties. This Agreement shall not obligate or make GRANTOR or the GRANTEE liable to any party other than the Parties to this Agreement. Oversight of any GRANTEE staff will be the responsibility of the GRANTEE.

b) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement will remain in effect and, if needed in order to carry out

the original intention of the Agreement, the parties will negotiate in good faith a mutually acceptable amendment to this Agreement to affect such intention.

c) Disputes, Attorneys fees, Venue, **WAIVER of JURY TRIAL**. The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County; **TO WAIVE ANY RIGHT TO A JURY TRIAL AND SUCH TRIAL SHALL BE NON-JURY**; and that this Agreement is governed according to the laws of the State of Florida.

d) Compliance with Laws, Regulations, etc. GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the Grant. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.

e) Independent Contractor. GRANTEE shall perform the services independently under this Agreement and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to make GRANTEE, or any of its agents, or employees to be the agent, employee or representative of the GRANTOR.

f) Employment of County Employees. GRANTEE shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this Agreement without written consent from GRANTOR.

g) Unauthorized Alien Workers. (GRANTEE agrees it shall not knowingly engage the services of any person who is an unauthorized alien worker, thus constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324e (Section 274A(e) of the Immigration and Nationality Act "INA"). GRANTOR shall consider GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

7. Indemnification and Hold Harmless. To the extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its officers and employees from liabilities, suits, proceedings, losses, liabilities, personal injuries (including death), damages, penalties, fines, fees and expenses (including reasonable attorney's fees and expenses) related to the services provided pursuant to this Agreement to the extent caused by the negligence,

recklessness or wrongful acts or omissions of the GRANTEE and/or person employed by or utilized by the GRANTEE in providing the services as outlined in paragraph 3..

In any and all claims against the GRANTOR, its officer and employees, the GRANTEE's indemnification obligation under this Agreement shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefit payable by or for the GRANTEE under workers compensation acts or other related policies of/or insurance. The GRANTEE expressly agrees that GRANTOR has no liability to the GRANTEE for GRANTEE's operation of the Project. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification shall survive the termination of this Agreement.

The hold harmless and indemnification provided above shall obligate the GRANTEE to defend the GRANTOR at the GRANTEE's own expense or to provide for such defense, at the option of the GRANTOR, as the case may be, of any and all claims of liability and all suits and actions of every name and description (as described above) that may be brought against the GRANTOR which may result under this Agreement. In any and all such claims, lawsuits, etc., the GRANTOR shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein.

GRANTEE expressly agrees that GRANTOR has no liability to the GRANTEE for GRANTEE'S provision of services under this grant program. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of either Party's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

8. Amendment, Assignment of Agreement. Amendments to this Agreement may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to this Agreement by both Parties. The GRANTEE shall not assign any portion of this Agreement without the written permission of GRANTOR. Any subcontracted services by GRANTEE shall be the sole responsibility of GRANTEE. The County Manager is authorized to sign amendments to this Agreement which do not increase the total dollar amount of the Grant.

9. Insurance. GRANTEE agrees to procure and maintain, at its own expense and without cost to the GRANTOR, the following types of insurance. In the sole discretion of the County Manager's Office, the GRANTOR may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in the notice of grant award. The insurance coverage enumerated below constitutes the minimum requirements and shall in no way lessen or limit the liability of the GRANTEE under the terms of the Grant.

- a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
- b. Workers' Compensation and Employers Liability insurance policy covering all employees of the GRANTEE directly or indirectly engaged in work on this Grant with limits of coverage as required by State law.

GRANTOR shall be endorsed as Additional Insured. The following items are required of each Certificate of Insurance:

- Box labeled "Certificate Holder" – shall read "Brevard County"
- Box labeled "Description of Operations/locations/vehicles" – shall read "Brevard County is listed as an Additional insured"
- Provide the applicable Endorsements pages which provide that Grantee is endorsed as an Additional Insured

It is the responsibility of the GRANTEE to provide certificates of insurance to the GRANTOR prior to the commencement of work under this grant demonstrating that the insurance requirements have been met and to re-submit insurance annual renewal documents to the County Manager's staff demonstrating continuity in coverage for the duration of the Agreement.

10. Termination. If either Party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the Grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate this Agreement or such part of the Agreements as to which there has been a delay or a failure to properly perform. Such termination is effective upon the defaulting Party's receipt of the Notice of Termination. Upon Termination, GRANTOR has no further obligation to GRANTEE.

The waiver by the GRANTOR of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

In the event this agreement is terminated due to the GRANTEE not providing the Lifeguard Services in which a cost share grant was received, the GRANTOR shall be eligible to claw back funds on a pro-rata basis.

11. Right to Audit Records. In performance of this Agreement, GRANTEE shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally

accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by GRANTEE for a period of five (5) years after termination of this Agreement, unless returned to GRANTOR upon completion of the Agreement.

12. Public Records Disclosures. GRANTEE agrees that Florida has broad public disclosure laws, and that any written communications with the GRANTEE, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the GRANTEE's records relating to the acceptance and use of the Grant are public records that may be subject to production upon request. The GRANTEE agrees to keep and maintain these public records until completion of the Agreement. Upon completion of the Agreement, GRANTEE may continue to retain the public records for five years, or transfer, at no cost, to the GRANTOR, any public records in its possession in an electronic format readable by GRANTOR.

Upon a request for public records related to this Agreement, GRANTEE will forward any such request to the GRANTOR. GRANTOR will respond to any public records request. Upon request, as to records in the GRANTEE possession, GRANTEE will provide access or electronic copies of any pertinent public records related to this Agreement to GRANTOR within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

GRANTEE agrees that GRANTOR will consider all documentation the GRANTOR submits to Brevard County to support payment of this Grant to be subject to public records disclosure.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BREVARD COUNTY MANAGER' OFFICE, C/O JOY ROTH, ADMINISTRATIVE ASSISTANT TO COUNTY MANAGER,

**2725 JUDGE FRAN JAMIESON WAY, BUILDING C, SUITE 301. VIERA, FL 32940,
JOY.ROTH@BREVARDFL.GOV, PHONE (321) 633-2001.**

13. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTEE:	GRANTOR:
	Frank Abbate, County Manager
	Brevard County
	2725 Judge Fran Jamieson Way Bldg C - Ste 301
	Viera, FL 32940
	321-633-2001

14. Effective Date. This Agreement shall be effective on the last day the Parties sign this Grant Agreement (the "Effective Date").

15. Entirety, Construction of Agreement, and Counterparts. This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the GRANTOR and the GRANTEE. The Attachments are incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. GRANTEE warrants that it is possessed with all requisite lawful authority to enter into this Agreement.

16. Scrutinized Companies.

a.) The GRANTEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the GRANTOR may immediately terminate this Agreement at its sole option if the GRANTEE or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement.

b.) If this Agreement is for more than one million dollars, the GRANTEE further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

c.) Pursuant to Section 287.135, Florida Statutes, the GRANTOR may immediately terminate this Agreement at its sole option if the GRANTEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, its affiliates, or its Subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

d.) The GRANTEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

e.) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

17. Employee Eligibility Verification (E-Verify).

a) The GRANTEE shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, GRANTEE shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-Verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. If applicable, a GRANTEE may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

b) A GRANTEE meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.

c) As applicable, GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the GRANTOR consistent with the terms of GRANTEE's enrollment in the program.

d) Compliance with the terms of this section is made an express condition of this Grant and the GRANTOR may treat a failure as grounds for immediate termination of this Grant.

e) A GRANTEE who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the GRANTEE hires or employs a person who is not eligible for employment.

f) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

g) GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the last date written below.

GRANTEE

GRANTOR

Name, Title

Frank Abbate, County Manager

Date

Date

Approved as to Legal Form & Content

Name, Title

Date

Notice of Award
Brevard County Lifeguard Services Grant Program
Fiscal Year 2024-25

On _____ the Board Of County Commissioners of Brevard County, Florida in regular session established the Brevard County Lifeguard Services Grant Program that provides for the cost-share for City-provided lifeguard services.

Upon receipt of application for the Lifeguard Services Grant Program for Fiscal Year 2024/2025, the County Manager’s Office confirmed that the City/Town of _____ is eligible for \$_____ based upon _____ Full-Time Lifeguard Towers and _____ Seasonal Lifeguard Towers at the following location:

_____.

In accepting this Notice of Award, the Applicant agrees that they are authorized to accept this Grant and are bound by the Grant Guidelines, Applicant's Grant Application, including all attachments and submissions, and any limitations or requirements listed in the Clerk to the Board of County Commissioners Memorandum, attached, which are hereby incorporated into this Notice of Award.

In Witness Whereof, the Parties hereto have set their hands and seals as of the date of last signature below.

Brevard County Board of County Commissioners: Applicant/Grantee:

By: _____
Frank Abbate, County Manager

By: _____

Date: _____

Date: _____

Approved for legal form and content:

By: _____

Town Commission Agenda Item

Section: Unfinished Business

Meeting Date: June 19, 2024,

Subject: Riverside Drive Curbing

Submitted By: Elizabeth Mascaro, Town Manager

Background Information:

The Town Commission was considering the amount of curbing that should be replaced (50% 80%, 100%) as part of the paving project for Riverside Drive.

For Don Bo, Inc. to replace all (100%) Miami curbs is:	\$221,288.00
--	--------------

Goodson Paving, Inc. will mil and paving Riverside Drive is	<u>\$262,733.20</u>
---	---------------------

Total cost to mil, pave and replace all curbing:	\$484,021.20
--	--------------

Recommendation:

Consider approving the replacement of all Miami curbs

Attachments:

Don Bo, Inc. contract

Goodson Paving, Inc. contract



B.S.E. CONSULTANTS, INC.
 Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
 President

Hassan Kamal, P.E.
 Vice President

March 21, 2024

Via E-mail

Mr. Travis Goodson
 Goodson Paving, Inc.
 630 Cidco Rd.
 Cocoa, FL 32922
 E-mail: goodsonpaving@gmail.com

**Re: Joint Project – Riverside Drive, South of US-192 Milling and Repaving
 B.S.E. File #11440.24**

Dear Travis:

Enclosed please find one electronic set of Construction Plans for your use in preparing your bid using the County Contract Price for this work.

We have not defined a schedule and request that along with your bid you present a schedule for starting and completion that fits your workload.

Should you have any questions, please feel free to contact me.

Very truly yours,

Scott M. Glaubitz, P.E., P.L.S.

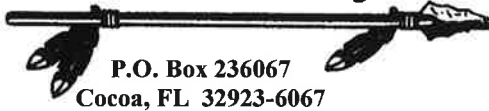
Scott M. Glaubitz, P.E., P.L.S.
 President
 B.S.E. Consultants, Inc.

SMG/js.alm
 11440.24.corr.24-s5767.mar

cc: Elizabeth Mascaro, Town of Melbourne Beach (*via E-mail*)

Enclosures

Goodson Paving, Inc.



P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

May 2, 2024

TO: B.S.E. Consultants, Inc.

ATTN: Scott Glaubitz

FROM: Chris Brunais

RE: Riverside – Melbourne Beach (#7305)

PROPOSAL

Scope of Work:

Milling and paving Riverside Drive located in the City of Melbourne Beach, Florida. Estimate is based on quantities provided by B.S.E. Consultants, Inc. Payment is to be made based on actual construction quantities determined upon completion of work.

Mobilization	1 LS @ \$2,500.00	= \$ 2,500.00
MOT	1 LS @ \$9,500.00	= \$ 9,500.00
Temp & Thermo Striping, RPMs	1 LS @ \$35,328.70	= \$ 35,328.70
Manhole Cover Adjustments (risers)	4 EA @ \$225.00	= \$ 900.00
Milling	15,000 SY @ \$2.45	= \$ 36,750.00
Paving w/ 1.5" SP-9.5	1,463 TN @ \$121.50	= \$177,754.50
	TOTAL:	= \$262,733.20

Notes:

1. Due to the escalating cost of fuel and raw materials, pricing will only be valid if the work quoted is completed within 60 days from the date of this proposal. Goodson Paving reserves the right to renegotiate prices on any work that is completed after the 60 days.
2. Payment is to be made within 30 days after completion of work. B.S.E. Consultants, Inc. agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
3. This proposal is subject to material availability.

Page 2 of 2 – Riverside Drive – Melbourne Beach

Exclusions are as follows:

Fees, Bonds or Permits

Weekend, Holiday or Night Work

Survey

Testing

APPROVED & ACCEPTED BY:

GOODSON PAVING:

B.S.E. CONSULTANTS, INC.:

Signature

Signature

Print Name

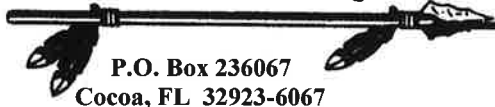
Print Name

Title

Title

Date

Date

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

May 10, 2024

TO: Town of Melbourne Beach

ATTN: Elizabeth Mascaro

FROM: Chris Brunais

RE: Riverside – Melbourne Beach (#7305) - Revised

PROPOSAL - REVISED

Scope of Work:

Milling and paving Riverside Drive located in the Town of Melbourne Beach, Florida. Estimate is based on quantities provided by Town of Melbourne Beach. Payment is to be made based on actual construction quantities determined upon completion of work.

Mobilization	1 LS @ \$2,500.00	= \$ 2,500.00
MOT	1 LS @ \$9,500.00	= \$ 9,500.00
Temp & Thermo Striping, RPMs	1 LS @ \$35,328.70	= \$ 35,328.70
Manhole Cover Adjustments (risers)	4 EA @ \$225.00	= \$ 900.00
Milling	15,000 SY @ \$2.45	= \$ 36,750.00
Paving w/ 1.5" SP-9.5	1,463 TN @ \$121.50	= \$177,754.50
	TOTAL:	= \$262,733.20

Notes:

1. Due to the escalating cost of fuel and raw materials, pricing will only be valid if the work quoted is completed within 60 days from the date of this proposal. Goodson Paving reserves the right to renegotiate prices on any work that is completed after the 60 days.
2. Payment is to be made within 30 days after completion of work. Town of Melbourne Beach agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
3. This proposal is subject to material availability.

Page 2 of 2 – Riverside Drive – Melbourne Beach - Revised

Exclusions are as follows:

- Fees, Bonds or Permits
- Weekend, Holiday or Night Work
- Survey
- Testing

APPROVED & ACCEPTED BY:

GOODSON PAVING:

TOWN OF MELBOURNE BEACH:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



B.S.E. CONSULTANTS, INC.
 Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
 President

Hassan Kamal, P.E.
 Vice President

March 21, 2024

Via E-mail

Ms. Tamara Albright
 Preferred Materials, Inc.
 1806 33rd St. Suite 150
 Orland, FL 32839
 E-mail: tamara.albright@preferredmaterials.com

**Re: Joint Project – Riverside Drive, South of US-192 Milling and Repaving
 B.S.E. File #11440.24**

Dear Tamara:

Enclosed please find one electronic set of Construction Plans for your use in preparing your bid using the County Contract Price for this work.

We have not defined a schedule and request that along with your bid you present a schedule for starting and completion that fits your workload.

Should you have any questions, please feel free to contact me.

Very truly yours,

Scott M. Glaubitz, P.E., P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
 President
 B.S.E. Consultants, Inc.

SMG/js.alm
 11440.24.corr.24-s5768.mar

cc: Elizabeth Mascaro, Town of Melbourne Beach (*via E-mail*)

Enclosures



B.S.E. CONSULTANTS, INC.
 Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
 President

Hassan Kamal, P.E.
 Vice President

March 21, 2024

Via E-mail

Ms. Brandi Patterson
 VA Paving, Inc.
 2955 Lake Dr.
 Cocoa, FL 32926
 E-mail: brandi.patterson@vapaving.com

**Re: Joint Project – Riverside Drive, South of US-192 Milling and Repaving
 B.S.E. File #11440.24**

Dear Brandi:

Enclosed please find one electronic set of Construction Plans for your use in preparing your bid using the County Contract Price for this work.

We have not defined a schedule and request that along with your bid you present a schedule for starting and completion that fits your workload.

Should you have any questions, please feel free to contact me.

Very truly yours,

Scott M. Glaubitz, P.E., P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
 President
 B.S.E. Consultants, Inc.

SMG/js.alm
 11440.24.corr.24-s5766.mar

cc: Elizabeth Mascaro, Town of Melbourne Beach (*via E-mail*)

Enclosures


Don Bo, Inc.

concrete

contractor

Proposal

Submitted To: Town of Melbourne Beach
Dated: 02/08/2024
Attn: Tom Davis
Phone: 321-403-6626
Fax:
Email:
pwsuperviger@melbournebeachfl.org
Project / Job Name: Riverside Dr Improvements.
Description of work to be performed: Remove and replace vally curb

- 1 mobilization fee. Price. \$4,500.00

(Note) all Miami curbs remove and replace \$50.00 per LF.

Measured 1909 LF on East side of Riverside Dr in 20 Locations.

Measured 2327 LF on West side of Riverside Dr. in 21 locations.

(Note) any concrete apron or sidewalk replacement will be priced at \$13.85 per sq ft.

(Note) There is 1 section of 4' valley gutter that is 58 LF in length, Unit cost is \$86.00 per LF.

\$ _____

Owner to supply:	Grade +/- 1/10 th	Access for concrete trucks
	Survey Bldg. Corner's with Elevation	Soil Treatment
	All Testing Required	Locate and relocate all sprinkler systems to
	Permitting	accommodate concrete work

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. Owner to carry necessary insurance. Our employees are fully covered by Worker's Compensation insurance.

Authorized Signature: Lewis Morin Date: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. **Note: This proposal may be withdrawn by Don Bo, Inc. if not accepted within**

Licensed • Insured
Commercial • Residential

2835 Kirby Circle NE • Unit #101 • Palm Bay, FL 32905 • (321) 768-2287 • Fax (321) 725-7669

**Don Bo, Inc.**

concrete

contractor

30 days of the bid due date. Payment is due within 5 days of completion. For jobs that are over \$10,000 a 10% deposit will be required.

Authorized Signature: _____ Date: _____

Licensed • Insured
Commercial • Residential

2835 Kirby Circle NE • Unit #101 • Palm Bay, FL 32905 • (321) 768-2287 • Fax (321) 725-7669



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
November 28, 2022
B-8-23-09 Concrete Services

PROCUREMENT ANALYST: Sherry Collett

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
Lawson Masonry & Const. Co. In.	Titusville, FL	YES	ALL	Estimated Annual Expenditure \$340,000
Goodson Paving, Inc	Merritt Island, FL	YES	ALL	
Aqua Cops Water Systems, Inc	Sanford, FL	YES	ALL	
Garcia Civil Contractors LLC	Orlando, FL	YES	ALL	
PSG Concrete & Excavation	Deland, FL	YES	ALL	
Spivey's Concrete of Brevard	Cocoa, FL	YES	ALL	
Elite Construction	Ocala, FL	NO		Statement of No-Bid

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Mary Bowers, Purchasing Manager

- Award to all responsive bidders, based on line item pricing, in accordance with the attached bid tabulation.
 Award to other than low, with low bid being non-responsive.
 Award to low bid, less than three responses received.

FOR PURCHASING USE ONLY:

ONE-TIME PURCHASE

ANNUAL BID:

EFFECTIVE DATE: November 28, 2022 ENDING DATE: May 27, 2023

RENEWAL OPTION One year Eight (8) additional Six (6) month periods

- Prompt Payment Discount Offered Yes _____ (Terms) NO
 Performance and payment bonds received with construction contract documents.
 Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- Please provide certificate of insurance.
 Please provide performance and payment bonds as required.
 Please provide W-9 (2018 Version)



PRICE SHEET
B-8-23-09
Concrete Services

ITEM #	Description	Vendor Supplied Concrete Price	County Supplied Concrete Price
GROUP A - Price by square yard			
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/F.D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction (50 Square Yard or less)		
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/F.D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction (Over 50 Square yard)		
3	1 1/2" thick sidewalk per sq. yard to include 1 finished Joints (A/M of 1/16) per AUA (See Sketch Attached) (Price per Square Yard)		
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached) (Price per Square Yard)		
GROUP B - price by the linear foot			
CONCRETE CURB - F.D.O.T. Standard Plans for Road Construction, current year			
5	Type A (200 Linear Feet or Less)		
6	Type A (Over 200 Linear Feet)		
7	Type B (200 Linear Feet or Less)		
8	Type B (Over 200 Linear Feet)		
9	Type D/Header (200 Linear Feet or Less)		
10	Type D/Header (Over 200 Linear Feet)		
11	Type E (200 Linear Feet or Less)		
12	Type E (Over 200 Linear Feet)		
13	Type F (200 Linear Feet or Less)		
14	Type F (Over 200 Linear Feet)		
15	Drop Curb (2.0 feet wide) (200 Linear Feet or Less)		
16	Drop Curb (2.0 feet wide) (Over 200 Linear Feet)		
17	5'x6" Curb Poured On Existing Surface (200 Linear Feet or Less)		
18	6'x6" Curb Poured On Existing Surface (Over 200 Linear Feet)		
19	Environmental Curb (200 Linear Feet or Less)		
20	Environmental Curb (Over 200 Linear Feet)		
SHOULDER GUTTER - F.D.O.T. Standard Plans for Road Construction, current year			
21	3.5 Feet Wide (50 Linear Feet or Less)		
22	3.5 Feet Wide (Over 50 Linear Feet)		
VALLEY GUTTER - F.D.O.T. Standard Plans for Road Construction, current year			
23	3.5 Feet Wide (50 Linear Feet or Less)		
24	3.5 Feet Wide (Over 50 Linear Feet)		
25	Type 1 Concrete Traffic Separator 4' Wide (50 Linear Feet or Less)		
26	Type 1 Concrete Traffic Separator 4' Wide (Over 50 Linear Feet)		
GROUP C (Pre-fab cannot be used)			
CURB INLET TOPS (New form and pour) F.D.O.T. Standard Plans for Road Construction, current year (Price to include frame & grate or ring and covers)			
27	Type I		
28	Type II		
29	Type III		
30	Type IV		
31	Type V		
32	Type VI		
GROUP D - Miscellaneous			
33	Valley Gutter 7.5" Thick (50 Square Yards or less)		
34	Valley Gutter 7.5" Thick (Over 50 Square yards)		
35	Root Cutting & Disposal no minimum Per Hour (Price per Hour)		NA
36	Concrete Grinding (50 Square foot or less)		NA
37	Concrete Grinding (over 50 Square foot)		NA
Mitered end sections poured in field per F.D.O.T. Standard Plans for Road Construction, current yearless bars: (Price by Each, less pipe)			
38	18" or equiv.		
39	24" or equiv.		
40	30" or equiv.		
41	36" or equiv.		
42	42" or equiv.		
43	48" or equiv.		
GROUP E - Coat per cubic yard			
44	Poured in place structures F.D.O.T. Standard Plans for Road Construction, current year (Price Per Cubic Yard)		
45	Non-Shrink Grout (Price Per Cubic Yard)		
Group F - Removal of Concrete			
46	Removal Existing 6" Concrete Sidewalk/Driveway and/or Fill materials (Price per Square Yard)		NA
47	Removal Existing 12" Concrete Sidewalk and/or Fill Materials (Price per Square Yard)		NA
48	Remove Existing Valley Gutter (Price per Square Yard)		NA
49	Remove Existing Curb and/or Fill material (Price per Linear Foot)		NA
50	Pedway Subgrade 6" Thick compacted to minimum 98% density per AASHTO T-180 (Price per Square Yard)		NA
51	Final grading for sod (Price per Square Yard)		NA
52	Name of Intended Ready-Mix Concrete Supplier		

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, FL Statutes Section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. IF PROMPT PAYMENT DISCOUNT IS OFFERED, PLEASE STATE THE DISCOUNT AND TERMS.

Do you accept payments via ACH? YES / NO

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-8-22-119 Concrete Services.

COMPANY NAME _____
 ADDRESS _____
 AUTHORIZED SIGNATURE _____
 PRINTED SIGNATURE _____ DATE _____
 TELEPHONE # _____ FAX # _____
 EMAIL _____



BID TABULATION SHEET: AWARD RECOMMENDATION

Bid Title: Concrete Services
 Bid No: B-8-23-08

OPENING DATE & TIME: November 3, 2022 @ 1:00pm
 POSTING TIME/DATE: November 9, 2022 THROUGH November 16, 2022 @ 6pm

ITEM #	Description	Unit	Lawson Masonry & Const. Co. Inc. Titusville, FL		Goodson Paving, Inc Merritt Island, FL		Aqua Cops Water Systems, Inc Sanford, FL		Garcia Civil Contractors LLC Orlando, FL		PSG Concrete & Excavation, LLC Deland, FL		Spivey's Concrete of Brevard Cocoa, FL	
			Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price
GROUP A PAVEMENT														
1	CONCRETE ROADWAY CONSTRUCTION 2000 P 81 (2" w/ base) price includes concrete driveway apron construction	50 SY or Less	\$200.00	\$280.00	\$47.00	\$67.00	\$143.40	\$95.40	\$43.00	\$70.00	\$179.00	\$134.00	\$83.00	\$58.00
2	CONCRETE ROADWAY CONSTRUCTION 2000 P 81 (2" w/ base) price includes concrete driveway apron construction	Over 50 SY	\$200.00	\$280.00	\$64.10	\$84.00	\$131.40	\$83.40	\$70.00	\$90.00	\$181.00	\$136.00	\$81.00	\$56.00
3	CONCRETE ROADWAY CONSTRUCTION 2000 P 81 (2" w/ base) price includes concrete driveway apron construction	50 SY or Less	\$1,400.00	\$1,800.00	\$75.00	\$100.00	\$230.00	\$143.00	\$70.00	\$120.00	\$290.00	\$200.00	\$130.00	\$90.00
4	CONCRETE ROADWAY CONSTRUCTION 2000 P 81 (2" w/ base) price includes concrete driveway apron construction	Over 50 SY	\$1,400.00	\$1,800.00	\$110.00	\$140.00	\$270.00	\$160.00	\$100.00	\$150.00	\$320.00	\$230.00	\$150.00	\$110.00
5	THICKENED CONCRETE CURB (See Attachment A)	LF	\$750.00	\$140.00	\$60.00	\$80.00	\$80.00	\$80.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
6	THICKENED CONCRETE CURB (See Attachment C)	LF	\$450.00	\$100.00	\$130.00	\$170.00	\$180.00	\$180.00	\$150.00	\$150.00	\$400.00	\$300.00	\$180.00	\$130.00
GROUP B CONCRETE CURBOUTLETS - FOOT Standard Plans for Road Construction, current year														
7	Type A	200 LF or Less	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
8	Type B	Over 200 LF	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
9	Type C	200 LF or Less	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
10	Type D	Over 200 LF	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
11	Type E	200 LF or Less	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
12	Type F	Over 200 LF	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
13	Type G	200 LF or Less	\$20.00	\$70.00	\$40.00	\$30.00	\$50.11	\$30.40	\$30.00	\$40.00	\$70.00	\$70.00	\$70.00	\$70.00
14	Type H	Over 200 LF	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
15	Type I	200 LF or Less	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
16	Type J	Over 200 LF	\$60.00	\$70.00	\$70.00	\$70.00	\$30.07	\$20.04	\$20.00	\$40.00	\$60.00	\$60.00	\$60.00	\$60.00
17	Driv Curbs (2 ft high)	200 LF or Less	\$60.00	\$70.00	\$30.00	\$30.00	\$40.00	\$40.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
18	Driv Curbs (2 ft high)	Over 200 LF	\$100.00	\$95.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
19	2" x 4" Curbs On Existing Surface	200 LF or Less	\$60.00	\$70.00	\$60.00	\$60.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
20	2" x 4" Curbs On Existing Surface	Over 200 LF	\$60.00	\$70.00	\$50.00	\$50.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
21	Unnumbered Curbs	200 LF or Less	\$60.00	\$70.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
22	Unnumbered Curbs	Over 200 LF	\$60.00	\$70.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
GROUP C CURB (See Attachment A) FOOT Standard Plans for Road Construction, current year (price includes frame & grade or top and cover)														
23	3.5 Foot Wide	30 LF or Less	\$150.00	\$145.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$45.00	\$100.00	\$100.00	\$100.00	\$100.00
24	3.5 Foot Wide	Over 30 LF	\$150.00	\$145.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$45.00	\$100.00	\$100.00	\$100.00	\$100.00
25	3.5 Foot Wide	30 LF or Less	\$150.00	\$145.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$45.00	\$100.00	\$100.00	\$100.00	\$100.00
26	3.5 Foot Wide	Over 30 LF	\$150.00	\$145.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$45.00	\$100.00	\$100.00	\$100.00	\$100.00
27	Type 1 Concrete Traffic Separator & Wide	30 LF or Less	\$150.00	\$145.00	\$85.00	\$70.00	\$80.00	\$80.00	\$45.00	\$75.00	\$100.00	\$100.00	No Bid	No Bid
28	Type 1 Concrete Traffic Separator & Wide	Over 30 LF	\$150.00	\$145.00	\$80.00	\$70.00	\$80.00	\$80.00	\$45.00	\$75.00	\$100.00	\$100.00	No Bid	No Bid
GROUP D CURB (See Attachment A) FOOT Standard Plans for Road Construction, current year (price includes frame & grade or top and cover)														
29	Type I	EA	\$6,000.00	\$6,000.00	\$2,400.00	\$2,400.00	No Bid	No Bid	\$8,000.00	\$7,000.00	\$10,000.00	\$9,000.00	No Bid	No Bid
30	Type II	EA	\$8,000.00	\$8,000.00	\$3,200.00	\$3,200.00	No Bid	No Bid	\$8,000.00	\$7,000.00	\$10,000.00	\$9,000.00	No Bid	No Bid
31	Type III	EA	\$8,000.00	\$8,000.00	\$3,200.00	\$3,200.00	No Bid	No Bid	\$8,000.00	\$7,000.00	\$10,000.00	\$9,000.00	No Bid	No Bid
32	Type IV	EA	\$8,000.00	\$8,000.00	\$3,200.00	\$3,200.00	No Bid	No Bid	\$8,000.00	\$7,000.00	\$10,000.00	\$9,000.00	No Bid	No Bid
33	Type V	EA	\$7,000.00	\$7,000.00	\$2,800.00	\$2,800.00	No Bid	No Bid	\$7,000.00	\$6,000.00	\$8,000.00	\$7,000.00	No Bid	No Bid
34	Type VI	EA	\$7,000.00	\$7,000.00	\$2,800.00	\$2,800.00	No Bid	No Bid	\$7,000.00	\$6,000.00	\$8,000.00	\$7,000.00	No Bid	No Bid
GROUP E MISCELLANEOUS														
35	Utility Curb 2' x 2'	30 LF or Less	\$200.00	\$240.00	\$35.00	\$54.00	\$90.00	\$45.00	\$60.00	\$90.00	\$180.00	\$180.00	\$80.00	\$70.00
36	Utility Curb 2' x 2'	Over 30 LF	\$200.00	\$240.00	\$54.00	\$54.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
37	Road Curb & Channel (no structure) Per Hour	per Hour	\$200.00	NA	No Bid	NA	\$200.00	NA	\$300.00	NA	\$300.00	NA	\$1,500.00	NA
38	Concrete Gutter	30 LF or Less	\$700.00	NA	No Bid	NA	NA	NA	\$300.00	NA	\$300.00	NA	\$200.00	NA
39	Concrete Gutter	Over 30 LF	\$200.00	NA	No Bid	NA	NA	NA	\$200.00	NA	\$200.00	NA	\$200.00	NA
40	No inclusion of items (to be added by item)	LF	\$150.00	\$145.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
41	Precasted Non-Block Curb (per hour)	CY	\$1,800.00	\$1,750.00	\$750.00	\$540.00	\$470.00	\$470.00	\$300.00	\$300.00	\$400.00	\$200.00	\$100.00	\$100.00
GROUP F Standard Bid Bottoms (standard) Road (See Attachment A) FOOT Standard Plans for Road Construction, current year														
42	18" or more	EA	\$1,200.00	\$1,250.00	\$1,200.00	\$1,200.00	No Bid	No Bid	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
43	18" or more	EA	\$2,100.00	\$2,000.00	\$1,600.00	\$1,200.00	No Bid	No Bid	\$2,000.00	\$2,000.00	\$4,000.00	\$3,000.00	\$1,000.00	\$700.00
44	30" or more	EA	\$3,000.00	\$2,500.00	\$1,800.00	\$1,800.00	No Bid	No Bid	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$800.00
45	30" or more	EA	\$3,000.00	\$2,500.00	\$2,000.00	\$1,200.00	No Bid	No Bid	\$3,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$800.00
46	42" or more	EA	\$4,000.00	\$3,000.00	\$2,000.00	\$2,000.00	No Bid	No Bid	\$3,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
47	42" or more	EA	\$4,000.00	\$3,000.00	\$2,000.00	\$2,000.00	No Bid	No Bid	\$3,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
GROUP G Precast-in-Place Structures														
48	Class II Precast-in-Place Structures (2' x 2' w/ steel) Section 343 and Standard Plans for Road Construction, current year	CY	\$1,800.00	\$1,600.00	\$1,800.00	\$1,800.00	No Bid	No Bid	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
49	Class IV Precast-in-Place Structures (3' x 3' w/ steel) Section 343 and Standard Plans for Road Construction, current year	CY	\$2,000.00	\$1,800.00	\$1,800.00	\$1,700.00	No Bid	No Bid	\$5,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Group H Removal of Concrete														
50	Remove Existing Concrete Sidewalk/Driveway and/or Full Repairs	SY	\$60.00	NA	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$40.00	NA
51	Remove Existing Concrete Sidewalk/Driveway and/or Full Repairs	SY	\$100.00	NA	\$30.00	NA	\$30.00	NA	\$30.00	NA	\$30.00	NA	\$60.00	NA
52	Remove Existing Utility Curb	SY	\$60.00	NA	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$40.00	NA
53	Remove Existing Curb and/or Full Repairs	LF	\$70.00	NA	\$40.00	NA	\$40.00	NA	\$20.00	NA	\$40.00	NA	\$70.00	NA
54	Remove Existing 4" thick compacted 10% crushed 1 1/2" stone per AASHTO T-199	SY	\$60.00	NA	\$40.00	NA	\$40.00	NA	\$20.00	NA	\$40.00	NA	\$70.00	NA
55	Final grading for curb	SY	\$60.00	NA	\$40.00	NA	\$40.00	NA	\$20.00	NA	\$40.00	NA	\$70.00	NA
56	Name of Selected Ready-Mix Concrete Supplier		Mischler/Conex		Conex (Main Material) / Mischler		Conex		Mischler/Conex		Dufferin Material		Mischler	

STATEMENT OF NO BID: Elite Construction, Ocala FL

INTENT TO AWARD: All items will be awarded to Lawson Masonry & Const. Co. Inc., Goodson Paving, Inc, Aqua Cops Water Systems, Inc, Garcia Civil Contractors, LLC, PSG Concrete & Excavation, LLC, Spivey's Concrete of Bravard to be utilized per job based with the above tabulation.

Sherry Collett



REVISED BID TABULATION SHEET: AWARD RECOMMENDATION

Bid Title: Concrete Services
 Bid No: B-6-23-03
 OPENING DATE & TIME: November 3, 2022 @ 1:00pm
 POSTING TIME/DATE: November 16, 2022 THROUGH November 23, 2022 @ 5pm

ITEM #	Description	Unit	Lawson Masonry & Const. Co. Inc Titusville, FL		Goodson Paving, Inc Merritt Island, FL		Aqua Copa Water Systems, Inc Sanford, FL		Garcia Civil Contractors LLC Orlando, FL		PSG Concrete & Excavation, LLC Deland, FL		Spivey's Concrete of Brevard Cocoa, FL	
			Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price	Vendor Supplied Concrete Price	County Supplied Concrete Price
GROUP A FLATWORK														
1	CONCRETE SIDEWALK CONSTRUCTION 2025 P 8.1 (P-8) (See Item 1) price includes concrete drainage apron construction	50 SF or less	\$220.00	\$200.00	\$87.00	\$87.00	\$143.43	\$93.40	\$60.00	\$70.00	\$179.50	\$174.50	\$63.00	\$58.00
2	CONCRETE SIDEWALK CONSTRUCTION 2025 P 8.1 (P-8) (See Item 1) price includes concrete drainage apron construction	Over 50 SF	\$100.00	\$70.00	\$44.00	\$40.00	\$121.43	\$83.40	\$70.00	\$60.00	\$181.40	\$176.40	\$60.00	\$56.00
3	CONCRETE SIDEWALK CONSTRUCTION 2025 P 8.1 (P-8) (See Item 1) price includes concrete drainage apron construction	50 SF or less	\$1,400.00	\$1,380.00	\$225.00	\$200.00	\$226.00	\$143.40	\$260.00	\$260.00	\$260.00	\$260.00	\$130.00	\$120.00
4	CONCRETE SIDEWALK CONSTRUCTION 2025 P 8.1 (P-8) (See Item 1) price includes concrete drainage apron construction	Over 50 SF	\$1,400.00	\$1,380.00	\$195.00	\$175.00	\$216.00	\$133.00	\$240.00	\$240.00	\$240.00	\$240.00	\$120.00	\$110.00
5	TRUNCATED CONCRETE CURB (WARRANTY UNDER THE WAY - BOOK BIDD) (See Attachment 2)	SF	\$720.00	\$745.00	\$61.00	\$55.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$38.00	\$35.00
6	Reinforced 8" Thick Concrete (See Attachment 2)	SF	\$450.00	\$500.00	\$134.50	\$131.00	\$480.00	\$514.40	\$150.00	\$150.00	\$443.00	\$460.00	\$140.00	\$130.00
GROUP B CONCRETE CURB/UTTER - FOOT Standard Plans for Road Construction, current year														
7	Type A	200 LF or Less	\$81.00	\$75.00	\$29.00	\$25.00	\$20.07	\$20.04	\$50.00	\$45.00	\$80.50	\$84.00	\$33.00	\$33.00
8	Type A	Over 200 LF	\$30.00	\$24.00	\$21.00	\$11.00	\$23.08	\$15.00	\$35.00	\$20.00	\$68.00	\$63.00	\$30.00	\$28.00
9	Type B	200 LF or Less	\$65.00	\$74.00	\$22.00	\$20.00	\$23.08	\$23.00	\$50.00	\$45.00	\$68.00	\$64.00	\$24.00	\$22.00
10	Type B	Over 200 LF	\$30.00	\$24.00	\$20.00	\$11.00	\$20.00	\$17.00	\$35.00	\$20.00	\$60.00	\$56.00	\$24.00	\$22.00
11	Type C	200 LF or Less	\$60.00	\$71.00	\$21.00	\$19.00	\$22.00	\$22.00	\$50.00	\$45.00	\$68.00	\$64.00	\$24.00	\$22.00
12	Type C	Over 200 LF	\$30.00	\$24.00	\$19.00	\$10.00	\$21.73	\$15.40	\$35.00	\$20.00	\$68.00	\$64.00	\$24.00	\$22.00
13	Type D	200 LF or Less	\$60.00	\$72.00	\$24.00	\$22.00	\$24.11	\$23.81	\$50.00	\$45.00	\$70.00	\$68.00	\$24.00	\$22.00
14	Type D	Over 200 LF	\$30.00	\$24.00	\$22.00	\$12.00	\$24.78	\$18.00	\$35.00	\$20.00	\$68.00	\$64.00	\$24.00	\$22.00
15	Type E	200 LF or Less	\$60.00	\$74.00	\$24.00	\$22.00	\$24.43	\$23.88	\$50.00	\$45.00	\$70.00	\$68.00	\$24.00	\$22.00
16	Type E	Over 200 LF	\$30.00	\$24.00	\$21.00	\$12.00	\$25.11	\$17.71	\$35.00	\$24.00	\$70.00	\$68.00	\$24.00	\$22.00
17	Open Curb (2" Not wide)	200 LF or Less	\$60.00	\$72.00	\$24.00	\$22.00	\$24.11	\$23.81	\$50.00	\$45.00	\$70.00	\$68.00	\$24.00	\$22.00
18	Open Curb (2" Not wide)	Over 200 LF	\$30.00	\$24.00	\$21.00	\$12.00	\$24.00	\$17.00	\$35.00	\$20.00	\$68.00	\$64.00	\$24.00	\$22.00
19	1/2" Curb Placed On Existing Surface	200 LF or Less	\$60.00	\$74.00	\$24.00	\$22.00	\$24.00	\$23.00	\$50.00	\$45.00	\$70.00	\$68.00	\$24.00	\$22.00
20	1/2" Curb Placed On Existing Surface	Over 200 LF	\$30.00	\$24.00	\$20.00	\$12.00	\$24.00	\$17.00	\$35.00	\$20.00	\$68.00	\$64.00	\$24.00	\$22.00
21	Environmentally Curb	200 LF or Less	\$60.00	\$72.00	\$24.00	\$22.00	\$24.00	\$23.00	\$50.00	\$45.00	\$70.00	\$68.00	\$24.00	\$22.00
22	Environmentally Curb	Over 200 LF	\$30.00	\$24.00	\$20.00	\$12.00	\$24.00	\$17.00	\$35.00	\$20.00	\$68.00	\$64.00	\$24.00	\$22.00
GROUP C SHOULDER UTTER - FOOT Standard Plans for Road Construction, current year														
23	1.5' and wide	50 LF or Less	\$150.00	\$145.00	\$45.00	\$40.00	\$64.00	\$64.00	\$140.00	\$140.00	\$140.00	\$140.00	\$40.00	\$38.00
24	1.5' and wide	Over 50 LF	\$150.00	\$145.00	\$40.00	\$37.00	\$61.00	\$61.00	\$140.00	\$140.00	\$140.00	\$140.00	\$38.00	\$36.00
GROUP D VALLEY UTTER - FOOT Standard Plans for Road Construction, current year														
25	1.5' and wide	50 LF or Less	\$150.00	\$145.00	\$45.00	\$40.00	\$64.00	\$64.00	\$140.00	\$140.00	\$140.00	\$140.00	\$40.00	\$38.00
26	1.5' and wide	Over 50 LF	\$150.00	\$145.00	\$40.00	\$37.00	\$61.00	\$61.00	\$140.00	\$140.00	\$140.00	\$140.00	\$38.00	\$36.00
27	Type 1 Concrete Traffic Separator 4' Wide	50 LF or Less	\$150.00	\$145.00	\$65.00	\$60.00	\$63.00	\$63.00	\$140.00	\$140.00	\$140.00	\$140.00	No Bid	No Bid
28	Type 1 Concrete Traffic Separator 4' Wide	Over 50 LF	\$150.00	\$145.00	\$60.00	\$57.00	\$61.00	\$61.00	\$140.00	\$140.00	\$140.00	\$140.00	No Bid	No Bid
GROUP E CURB INLET TOPS (New form and pour) FOOT Standard Plans for Road Construction, current year (price includes frame & pad or ring and cover)														
29	Type I	EA	\$5,000.00	\$5,000.00	\$3,485.00	\$2,865.00	No Bid	No Bid	\$4,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
30	Type II	EA	\$6,000.00	\$6,000.00	\$3,850.00	\$3,230.00	No Bid	No Bid	\$5,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
31	Type III	EA	\$6,500.00	\$6,500.00	\$4,400.00	\$3,780.00	No Bid	No Bid	\$6,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
32	Type IV	EA	\$6,500.00	\$6,500.00	\$4,400.00	\$3,780.00	No Bid	No Bid	\$6,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
33	Type V	EA	\$7,500.00	\$7,500.00	\$4,850.00	\$4,230.00	No Bid	No Bid	\$7,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
34	Type VI	EA	\$7,500.00	\$7,500.00	\$4,850.00	\$4,230.00	No Bid	No Bid	\$7,000.00	\$7,000.00	\$10,000.00	\$2,000.00	No Bid	No Bid
GROUP F MANHOLE LINED														
35	Manhole 7.5' Thick	50 SF or Less	\$250.00	\$245.00	\$50.00	\$45.00	\$40.07	\$40.00	\$45.00	\$45.00	\$100.00	\$100.00	\$40.00	\$38.00
36	Manhole 7.5' Thick	Over 50 SF	\$250.00	\$245.00	\$45.00	\$40.00	\$37.07	\$37.00	\$45.00	\$45.00	\$100.00	\$100.00	\$38.00	\$36.00
37	Reinforced Concrete (See Attachment 2)	per LF	\$700.00	\$740.00	\$60.00	\$55.00	\$60.00	\$60.00	\$70.00	\$70.00	\$100.00	\$100.00	\$40.00	\$38.00
38	Concrete Driveway	50 SF or Less	\$200.00	\$195.00	\$40.00	\$35.00	\$30.00	\$30.00	\$40.00	\$40.00	\$50.00	\$50.00	\$20.00	\$18.00
39	Concrete Driveway	Over 50 SF	\$200.00	\$195.00	\$35.00	\$30.00	\$28.00	\$28.00	\$40.00	\$40.00	\$50.00	\$50.00	\$18.00	\$16.00
40	Reinforcement of Slabs (Items to be supplied by other)	SF	\$100.00	\$100.00	\$22.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$10.00
41	Reinforcement Slab (Items to be supplied by other)	SF	\$100.00	\$100.00	\$20.00	\$18.00	\$18.00	\$18.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$10.00
GROUP G MANHOLE BODIES (Standard Plans for Road Construction, current year)														
42	18" or more	EA	\$3,100.00	\$3,100.00	\$1,200.00	\$1,000.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
43	24" or more	EA	\$3,100.00	\$3,100.00	\$1,000.00	\$800.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
44	30" or more	EA	\$3,100.00	\$3,100.00	\$1,000.00	\$800.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
45	36" or more	EA	\$3,100.00	\$3,100.00	\$1,000.00	\$800.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
46	42" or more	EA	\$3,100.00	\$3,100.00	\$1,000.00	\$800.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
47	48" or more	EA	\$3,100.00	\$3,100.00	\$1,000.00	\$800.00	No Bid	No Bid	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
GROUP H PRECAST IN PLACE STRUCTURES														
48	Class 1 - Precast In Place Structures (2.00' dia) per with steel FOOT Section 347 and Standard Plans for Road Construction, current year	CF	\$1,800.00	\$1,800.00	\$1,840.00	\$1,810.00	No Bid	No Bid	\$4,000.00	\$3,500.00	\$3,800.00	\$3,780.00	\$600.00	\$450.00
49	Class 1 - Precast In Place Structures (3.00' dia) per with steel FOOT Section 347 and Standard Plans for Road Construction, current year	CF	\$1,800.00	\$1,800.00	\$1,870.00	\$1,770.00	No Bid	No Bid	\$4,000.00	\$3,500.00	\$3,800.00	\$3,780.00	\$600.00	\$450.00
GROUP I REPAIRS OF CONCRETE														
50	Repair Existing 1" Concrete Slabs/Driveway/curb/curbside	SF	\$80.00	\$80.00	\$30.00	\$28.00	\$27.00	\$27.00	\$30.00	\$30.00	\$40.00	\$40.00	\$15.00	\$15.00
51	Repair Existing 1" Concrete Slabs/curb/curbside/curbside	SF	\$100.00	\$100.00	\$35.00	\$33.00	\$32.00	\$32.00	\$35.00	\$35.00	\$45.00	\$45.00	\$18.00	\$18.00
52	Repair Existing 1" Concrete Slabs/curb/curbside/curbside	SF	\$100.00	\$100.00	\$35.00	\$33.00	\$32.00	\$32.00	\$35.00	\$35.00	\$45.00	\$45.00	\$18.00	\$18.00
53	Repair Existing Curb/curbside/curbside/curbside	LF	\$70.00	\$70.00	\$25.00	\$23.00	\$22.00	\$22.00	\$25.00	\$25.00	\$30.00	\$30.00	\$10.00	\$10.00
54	Repair Existing 1" Slab (concrete) to minimum 10% density per ASTM D 1585	SF	\$50.00	\$50.00	\$18.00	\$17.00	\$16.00	\$16.00	\$18.00	\$18.00	\$20.00	\$20.00	\$8.00	\$8.00
55	Price apply to unit	SF	\$50.00	\$50.00	\$18.00	\$17.00	\$16.00	\$16.00	\$18.00	\$18.00	\$20.00	\$20.00	\$8.00	\$8.00
56	Name of Selected Ready-Mix Concrete Supplier		Masonry/Concrete				Cement/Ready-Mix/Prepared				Masonry/Concrete			

STATEMENT OF NO BID: Este Construction, Ocala FL

INTENT TO AWARD: All items will be awarded to Lawson Masonry & Const. Co. Inc, Goodson Paving, Inc, Aqua Copa Water Systems, Inc, Garcia Civil Contractors, LLC, PSG Concrete & Excavation, LLC, Spivey's Concrete of Brevard to be utilized per job based with the above tabulation

Approved



BID TABULATION SHEET – NAMES ONLY

RFQ Title: Concrete Services
RFQ No: B-8-23-09
OPENING DATE & TIME: November 3, 2022 @ 1:00 PM
POSTING DATE: November 3, 2022
POSTED BY: Sherry Collett

CONTRACTOR	CONTRACTOR CITY/STATE	*BID UNDER EVALUATION* A detailed tabulation with recommended award to be released at a later date.
Lawson Masonry & Construction Company, Inc.	Titusville, FL	
Goodson Paving, Inc	Merritt Island, FL	
Aqua Cops Water Systems, Inc	Sanford, FL	
Garcia Civil Contractors, LLC	Orlando, FL	
PSG Concrete & Excavation, LLC	Deland, FL	
Spivey's Concrete of Brevard	Cocoa, FL	

**** Elite Construction – No Bid****

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval _____



Purchasing Services
 2725 Judge Fran Jamieson Way
 Building C, Room 303
 Viera, Florida 32940

Concrete Services
B-8-23-09
October 19, 2022
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet.

CLARIFICATION TO QUESTION ASKED RECEIVED:

Question: Is it possible to submit on specific line items or do we have to bid for all the line items in the pricing sheet?

Response: Yes, you can submit on specific line items and do not have to bid for all the line items. If you do not submit on an item that is needed for a specific project, then you will not be asked to submit an assignment of work effort.

ADDITIONAL CLARIFICATION:

Assignment of Work (page 12)

The County will utilize the price sheet, on a project-by-project basis, to determine the low Contractor. The County will contact the low Contractor to request the assignment of work to be submitted within 72 hours. The assignment of work shall meet the County's project schedule. The County reserves the privilege to grant additional time to the low Contractor to submit the assignment of work effort. If the Contractor fails to respond to the assignment of work request from the County within **72 hours**, unless additional time to respond is granted by the County, the County will proceed with the next available low Contractor. Upon rejection of an assignment of work by a Contractor, even if 72 hours have not lapsed, the County may proceed immediately to the next available low Contractor.

Please note that the bid opening date and time remains November 3, 2022 @ 1:00 pm.
 All other terms and conditions remain unchanged.

Sincerely,

Mary Bowers
 Procurement Manager

END OF ADDENDUM 1



- NOTES:**
1. AERIAL BACKGROUND PHOTO PROVIDED BY BREVARD COUNTY PROPERTY APPRAISER 2023
 2. STREET VIEW IMAGES WERE TAKEN FROM GOOGLE EARTH, DATES OF THE IMAGES VARY AND MAY NOT REFLECT CURRENT CONDITIONS
 3. PARCEL DATA LINEWORK (LOTS, RIGHT-OF-WAY) PROVIDED BY BREVARD COUNTY PROPERTY APPRAISER 2023 AND ARE APPROXIMATE, SHOWN FOR REFERENCE ONLY
 4. APPROXIMATELY 575 LF OF SIDEWALK EXTENSION ALONG THE EAST SIDE OF RIVERSIDE DRIVE FROM SOUTH PALM AVENUE TO ANDREWS DRIVE
 5. SIDEWALK DEPICTED AS 4' WIDE ON PLAN; WIDTH OF SIDEWALK SHALL CONSIST OF EITHER 4' WIDE OR 5' WIDE; CONTRACTOR SHALL COORDINATE WITH THE TOWN PRIOR TO START OF CONSTRUCTION ON FINAL DETERMINATION OF SIDEWALK WIDTH
 6. APPROXIMATELY 785 LF OF EXISTING MIAMI CURB FROM SOUTH PALM AVENUE TO ANDREWS DRIVE SHALL BE REMOVED AND REPLACED; MATCH EXISTING ELEVATIONS



EAST IMAGE - 01 - LOOKING SOUTH



EAST IMAGE - 02 - LOOKING NORTH



EAST IMAGE - 03 - LOOKING SOUTH



EAST IMAGE - 04 - LOOKING NORTH

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	05/02/24

B S E

R.S.E. CONSULTANTS, INC.
 CONSULTING ENGINEERS
 LAND SURVEYORS

10000 W. UNIVERSITY BLVD., SUITE 100
 BOCA RATON, FL 33433
 (561) 995-1100
 WWW.RSECONSULTANTS.COM

TOWN OF MELBOURNE BEACH

**EAST SIDE OF RIVERSIDE DRIVE
 CONCEPTUAL SIDEWALK EXTENSION AND
 CURB REPLACEMENT**

SCOTT W. OLARIVE, P.E. & P.L.L.C.
 STATE OF FLORIDA, No. 13383-PA-01

HAROLD A. KRAHL, P.E.
 STATE OF FLORIDA, No. 47491

PROJECT NO.	11440
DRAWING NO.	11440_201_003
SHEET	1 of 1

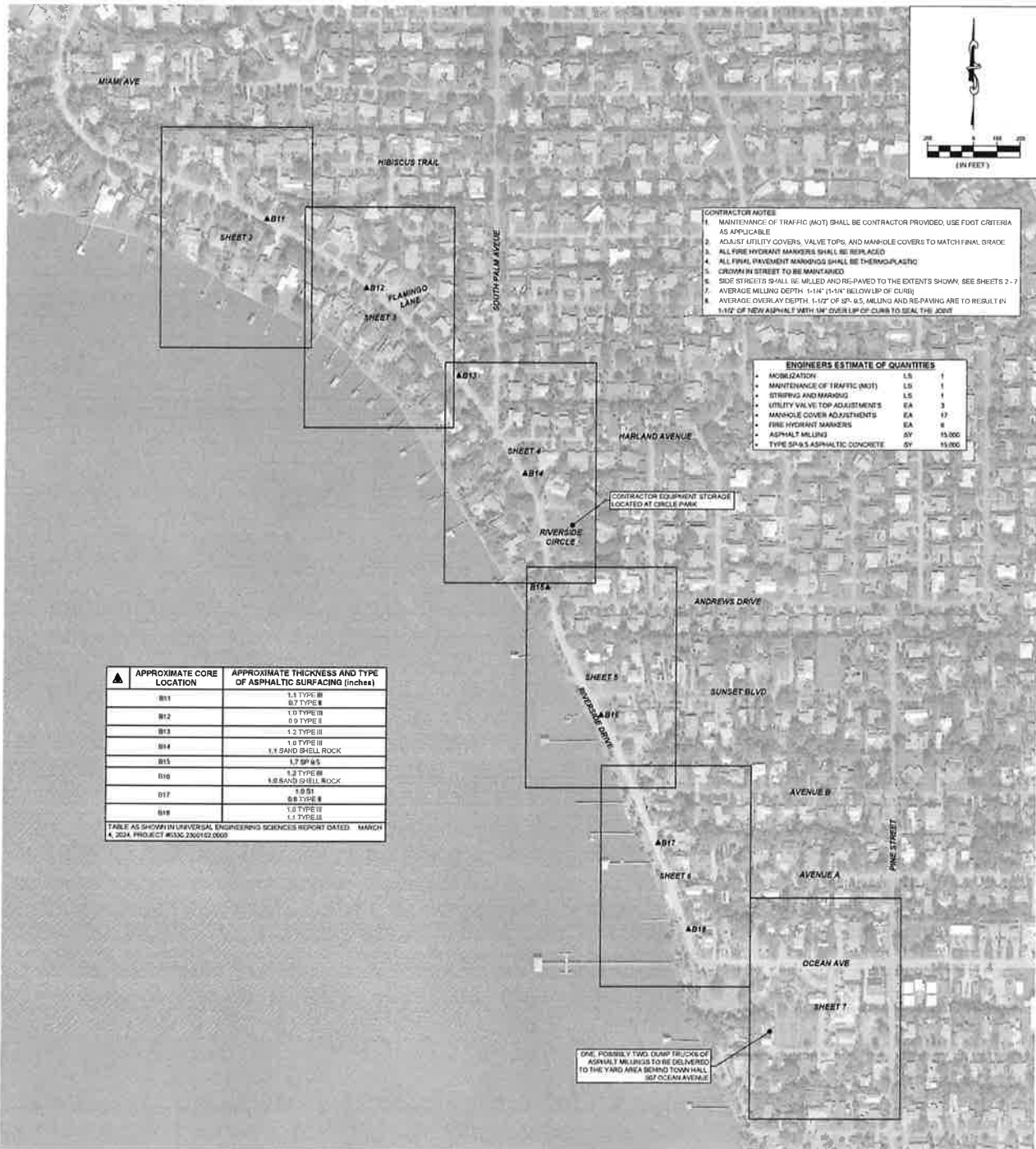
SYMBOLS SHOWN ARE GRAPHIC IN NATURE. DUE TO SCALE, ALL DIMENSIONS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATIONS AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

RIVERSIDE DRIVE

MILLING AND REPAVING PROJECT

SECTIONS 6 AND 7, TOWNSHIP 28 SOUTH, RANGE 38 EAST

MELBOURNE BEACH, BREVARD COUNTY, FLORIDA



- CONTRACTOR NOTES**
1. MAINTENANCE OF TRAFFIC (MOT) SHALL BE CONTRACTOR PROVIDED, USE FOOT CRITERIA AS APPLICABLE
 2. ADJUST UTILITY COVERS, VALVE TOPS, AND MANHOLE COVERS TO MATCH FINAL GRADE
 3. ALL FIRE HYDRANT MARKERS SHALL BE REPLACED
 4. ALL FINAL PAVEMENT REMAININGS SHALL BE THERMOPLASTIC
 5. CURB AND IN STREET TO BE MARKED
 6. SIDE STREETS SHALL BE MILLED AND REPAVED TO THE EXTENTS SHOWN, SEE SHEETS 2-7
 7. AVERAGE MILLING DEPTH: 1-1/4" (1-1/4" BELOW LIP OF CURB)
 8. AVERAGE OVERLAY DEPTH: 1-1/2" OF SP-10, MILLING AND REPAVING ARE TO RESULT IN 1-1/2" OF NEW ASPHALT WITH 1/4" OVER LIP OF CURB TO SEAL THE JOINT

ENGINEERS ESTIMATE OF QUANTITIES

• MOBILIZATION	LS	1
• MAINTENANCE OF TRAFFIC (MOT)	LS	1
• STIRRING AND MARSHING	LS	1
• UTILITY VALVE TOP ADJUSTMENTS	EA	3
• MANHOLE COVER ADJUSTMENTS	EA	17
• FIRE HYDRANT MARKERS	EA	8
• ASPHALT MILLING	SY	15,000
• TYPE SP-10 ASPHALTIC CONCRETE	SY	55,000

▲ APPROXIMATE CORE LOCATION	APPROXIMATE THICKNESS AND TYPE OF ASPHALTIC SURFACING (Inches)
B11	1.3 TYPE III 0.7 TYPE II
B12	1.0 TYPE II 0.9 TYPE II
B13	1.2 TYPE III
B14	1.0 TYPE III
B15	1.1 SAND SHELL ROCK
B15A	1.7 SP-10
B15B	1.2 TYPE III 0.8 SAND SHELL ROCK
B17	1.0 SP-10 0.8 TYPE III
B18	1.2 TYPE III 1.1 TYPE III

TABLE AS SHOWN IN UNIVERSAL ENGINEERING SCIENCES REPORT DATED: MARCH 4, 2024. PROJECT #030-230102-0000

TOWN OF MELBOURNE BEACH
 507 OCEAN AVENUE
 MELBOURNE BEACH, FL 32951
 (321) 724-5860

- PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
 PHONE: (321) 725-3674 / FAX: (321) 723-1159
 CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

SHEET INDEX

SHEET #	DRAWING #	SHEET TITLE
1	1144024_400_001	OVERALL PLAN
2	1144024_400_002	STA 100+00 TO 109+50
3	1144024_400_003	STA 106+50 TO 114+50
4	1144024_400_004	STA 114+50 TO 124+50
5	1144024_400_005	STA 124+50 TO 134+00
6	1144024_400_006	STA 134+00 TO 144+50
7	1144024_400_007	STA 144+50 TO 150+00

DESIGNED BY	AMG/CLS
CHECKED BY	
DATE	03/11/24

B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
 PHONE: (321) 725-3674 / FAX: (321) 723-1159
 CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

RIVERSIDE DRIVE

OVERALL PLAN

12075 N. OCEAN BLVD., P.O. BOX 4140
 STATE OF FLORIDA, MELBOURNE, FL 32909

HASEAN A. KAMAL, P.E.
 STATE OF FLORIDA, No. 114631

PROJECT NO.	11440 24
DRAWING NO.	1144024_400_001
SHEET	1 of 7

PRINTED AND PLOTTED IN LANSING, MICHIGAN. ALL DIMENSIONS AND NOTES ARE NOT TO SCALE. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAIL SHEETS AS WELL AS THIS COMPLETE PLAN SET.



DESIGNER/DATE	DATE

B.S.E. CONSULTANTS, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS

REGISTERED PROFESSIONAL ENGINEERS
 STATE OF FLORIDA - LICENSE NO. 12583
 REGISTERED PROFESSIONAL SURVEYORS
 STATE OF FLORIDA - LICENSE NO. 12583

RIVERSIDE DRIVE

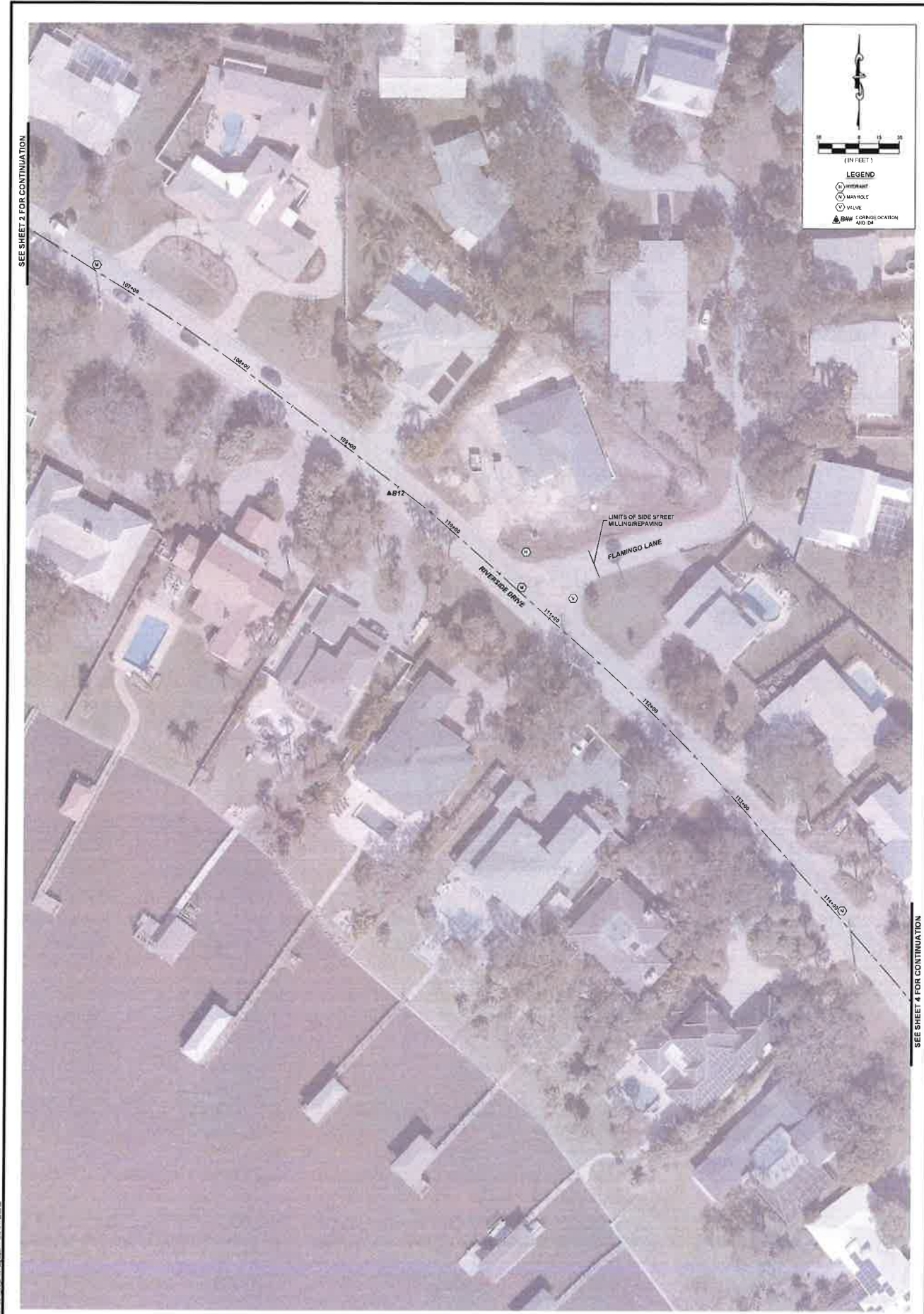
STA 100+00 TO 106+50

SCOTT W. JOHNSON, P.E., & P.L.S.
 STATE OF FLORIDA, NO. 32518 (R. 415)

FALLON A. KAMAL, P.E.
 STATE OF FLORIDA, NO. 12583

PROJECT NO.	11440 24
DRAWING NO.	1144024_400_002
SHEET	2 of 7

SYMBOLS SHOWN ARE GRAPHIC IN NATURE. DUE TO SCALE, ALL SYMBOL ELEMENTS ARE NOT NEARLY SHOWN ON PLAN VIEW. THE CONTRACTOR SHALL REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
APPROVED BY	

B.S.E. CONSULTANTS, INC.
 ENGINEERING
 LAW SUITE 100
 11140 N. UNIVERSITY BLVD. SUITE 100
 TAMPA, FL 33613
 (813) 973-1111

RIVERSIDE DRIVE

STA 106+50 TO 114+50

REGIT. IN FLORIDA, P.E. & P.L.S.
 STATE OF FLORIDA, No. 13008 VA 4151

HALLAN A. KAMM, P.E.
 8749 S. FLORIDA, No. 4151

PROJECT NO.	11440-24
DRAWING NO.	1144024_400_003
SHEET	3 of 7

STREETS SHOWN ARE GRAPHIC IN NATURE, ONE TO SCALE, ALL DIMENSIONS MUST BE SET BY SURVEY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATIONS AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

SEE SHEET 4 FOR CONTINUATION



SEE SHEET 6 FOR CONTINUATION

DESIGNED BY	SM/PSH	DATE	03/11/21
CHECKED BY			
APPROVED BY			

B.S.E. CONSULTANTS, INC.
 CONSULTING ENGINEERS
 LAND SURVEYORS

11111 N. WINDY HILL BLVD., SUITE 100
 WINDY HILL, FL 32091
 (904) 241-1111
 WWW.BSECONSULTANTS.COM

RIVERSIDE DRIVE

STA 124+50 TO 134+00

SCOTT W. CLARKE, P.E. & P.L.S.
 STATE OF FLORIDA No. 3186 No. 411

HILAN K. KAMR, P.E.
 STATE OF FLORIDA No. 4181

PROJECT NO.	11440.24
DRAWING NO.	1144024_400_005
SHEET	5 of 7

SYMBOLS SHOWN ARE DRAWING IN NATURE. DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEW. THE CONTRACTOR SHALL BE RESPONSIBLE TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

SEE SHEET 6 FOR CONTINUATION



SEE SHEET 7 FOR CONTINUATION

DESIGNER/DATE	3/10/2018
DATE	03/11/24

B S C

B.S.E. CONSULTANTS, INC.
 CONSULTING ENGINEERS -
 LAND SURVEYORS

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S. AND THE RULES OF THE BOARD OF PROFESSIONAL SURVEYORS, CHAPTER 61G15-1.001, F.A.C. (AS AMENDED BY THE BOARD OF PROFESSIONAL SURVEYORS).

RIVERSIDE DRIVE

STA 134+00 TO 144+50

SCOTT M. QUALITZ, P.E. & P.L.S.
 STATE OF FLORIDA, NO. 31859 NO. 4151

ALLAN A. BARNH, P.E.
 STATE OF FLORIDA, NO. 11111

PROJECT NO.	11440_24
DRAWING NO.	1144024_400_006
SHEET	6 of 7

SYMBOLS SHOWN ARE GRAPHIC IN NATURE, BUT TO SCALE. ALL DIMENSIONS TWENTY FEET ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATIONS AND DETAIL SHEETS AS WELL AS TO THE COMPLETE PLAN SET.

Town Commission Meeting

Section: Unfinished Business
Meeting Date: June 19, 2024
From: Ryan Knight Town Attorney
Re: Ordinance 2024-01 Sheds – Second Reading

Background Information:

During the April 17, 2024, Regular Town Commission Meeting the Town Commission requested an Ordinance be prepared based on the Planning and Zoning recommendations with a few modifications.

A new Utility Shed Ordinance was presented to Planning and Zoning on February 6, 2024, at which time, P&Z made changes to the language provided by the Building Official

The new Utility Shed Ordinance was presented to the Town Commission on February 21, 2024, along with, the recommendations from Planning and Zoning. The Town Commission voted to approved the language as presented-see below

160 square feet
 11.6 feet total above grade inclusive of the base.
 Substantially screened by a vegetative barrier or fence.
 Utility Sheds behind the front building line.
 Roofline must be 5 feet off the property line,
 There shall be not be any water hooked up to the utility shed.

The Utility Shed Ordinance came back to Planning and Zoning on March 5, 2024, with the recommendations from the Town Commission. The Planning and Zoning Board amended their language to reflect the following changes:

140 square feet
 Utility sheds behind the rear of the front building line and behind the building
 Line of the side of any structure abutting any street with a 2-foot setback.

The new Utility Shed Ordinance was presented to the Town Commission on March 20, 2024, along with, the recommendations from Planning and Zoning Board. The Town Commission voted to table the item and requested the Building Official and Planning and Zoning Board provide options and visual diagrams.

Recommendation:

Consider approving the language in Ordinance 2024-01 and send to P&Z for review.

Attachments: Ordinance 2024-01

Ordinance 2024-01 Sheds

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX “A” OF THE TOWN CODE OF ORDINANCES OF MELBOURNE BEACH, THE LAND DEVELOPMENT CODE; AMENDING SECTION 7A-57 RELATING TO UTILITY SHEDS AND SETBACK REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SERVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Melbourne Beach desires to amend the Land Development Code of the Town of Melbourne Beach regarding accessory structures and, specifically, utility sheds; and

WHEREAS, the Town Commission, after duly noticed public hearings, has determined that the amendments to Section 7A-57 of the Land Development Code proposed in this Ordinance will provide for the improved regulation of utility sheds in the Town of Melbourne Beach; and

WHEREAS, the Town Commission, after duly noticed public hearings, has determined that the amendments to Section 7A-57 of the Land Development Code proposed in this Ordinance are consistent with the Comprehensive Plan, are in the best interest of its citizens, and promote the general health, safety, and welfare of the residents of the Town of Melbourne Beach; and

WHEREAS, on June ___, 2024, the Planning and Zoning Board/Local Planning Agency (collectively the “LPA”) at a duly noticed public hearing, reviewed and considered the proposed amendments to Section 7A-57 of the Land Development Code and took public comment regarding the same; and

WHEREAS, the LPA has determined that the proposed amendments to Section 7A-57 of the Land Development Code are consistent with the Town’s Comprehensive Plan and are in the best interest of the Town of Melbourne Beach and recommended that the Town Commission approve of the same.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN OF MELBOURNE BEACH, FLORIDA:

NOTE: Underlined words constitute additions to the Town of Melbourne Beach Code of Ordinances, ~~strikethrough~~ constitutes deletions from the original Code of Ordinances, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Commission pertaining to this Ordinance.

Section 2. Section 7A-57 of Appendix “A,” of the Town Code of the Town of Melbourne Beach, Florida, Land Development Code, is hereby amended to read as follows:

§ 7A-57. Accessory Structures.

(a) (1) No accessory structure shall be erected in any front yard. Unless specifically defined in this chapter, no accessory structure shall be erected in any side yard. Except as otherwise provided by this chapter, no accessory structure shall exceed the height of the main structure. Unless specifically allowed in this chapter, no accessory structure other than a utility shed shall be constructed within 15 feet of any lot line.

(2) Accessory structures may be constructed simultaneously with, or following the construction of the main building and shall not be used until after the principal structure has been fully erected. Erection of tents as accessory structures is prohibited. No home occupation or business may be conducted in any accessory structure. No accessory structure which contains living quarters shall be constructed on any lot.

(b) Accessory buildings erected on lots fronting on two streets shall conform to main structure setbacks for the rear yard.

(c) Trailers may be used for the storage of equipment during construction provided such trailers are used only during the construction period. A temporary trailer permit shall be required for all structures, and shall be renewable every six months.

(d) All utility sheds require a building permit. Utility sheds may not be larger than ~~420~~ 160 square feet in floor area and ~~10 ½~~ 11.6 feet in height. ~~Utility shed foundations should be no higher than 8 inches above ground level.~~ Utility sheds shall be substantially screened by a vegetative barrier or fence from the front and side streets. ~~Screening shall be accomplished through landscaping, fencing or a combination of the two.~~ Utility sheds must be behind the rear of the front line of the principal structure. On any corner lot, the shed must be both behind the rear of the front line of the principal structure and behind the building line of the side of any structure abutting any street with a 2 feet setback. Utility sheds are limited to one shed per ~~10,000 square feet of lot area~~ address. Utility sheds may be placed on the side or rear property line. The roof line has to be within the lot line of the property line. No water hook to the utility shed is permitted.

* * *

Section 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Melbourne Beach, as additions or amendments thereto.

Section 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 5. Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

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

PASSED AND ADOPTED this ____ day of _____, 2024, by the Town Commission of the Town of Melbourne Beach, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

TOWN OF MELBOURNE BEACH, FLORIDA

By: _____
ALISON DENNINGTON, Mayor

ATTEST:

(TOWN SEAL)

Amber Brown, Town Clerk



TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: TIM REED Home Phone: _____
2. Home Address: 302 FOURTH AVE
3. Mobile Phone: 310-415-3954 E-mail address: tim.reed@hotmail.com
4. Business Name: N/A Business Phone: N/A
5. Resume or Education & Experience: PLEASE SEE REVERSE SIDE OF APPLICATION
(Use additional sheets if necessary or submit resume)
6. Date of birth: _____ (to verify voter registration)
(optional)
7. Are you a qualified elector of the town? YES NO
8. Are you a resident of the town? YES NO
9. Do you reside in the town for at least ten (10) months of each calendar year? YES NO
10. Do you hold a public office? YES NO
11. Do you currently serve on a Town board? YES NO
If yes, which board? _____
12. Please check the board(s) you are interested in serving on:

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input checked="" type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? PLEASE SEE REVERSE SIDE OF APPLICATION
14. Would you consider serving on another board other than the one(s) you have selected above?
 YES NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: [Handwritten Signature]

Date: 5/30/2024

5. RESUME OR EDUCATION & EXPERIENCE :

RETIRED AEROSPACE ENGINEER. BSEE.

FULL-TIME TOWN RESIDENT/OWNER.

13. WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE
ON THIS BOARD :

ABILITY TO READ & UNDERSTAND MUNICIPAL/BUILDING/ZONING
CODES, PLANS, DRAWINGS, REPORTS, PROPOSALS, QUOTES,
CONTRACTS, SPREADSHEETS, ETC.

ABILITY TO OBJECTIVELY USE FACTS & DATA TO MAKE
INFORMED DECISIONS/RECOMMENDATIONS.

Town Commission Meeting

Section: New Business
 Meeting Date: June 18, 2024
 From: Mayor, AlisonD Dennington
 Re:

Discuss Implementing a Mandatory Prohibitory Moratorium on Traffic Signs, Devices or Changes, or Additions and Policy Review and Revisions during the Moratorium for Clear Updated Policy on the Same.

Background Information:

I am requesting a Discussion, and a Vote to Implement a Mandatory Moratorium on Traffic Signs, Devices or Changes, or Additions and Policy Review and Revisions during the Moratorium for Clear Updated Policy on the Same. I am including all my discussion and rationale herein in good faith in this document in the hopes that it will shorten the discussion during the Town meeting. (Hopefully).

The Moratorium would:

1) EXPRESSLY Prohibit Town Administration or Staff from placing or installing or causing the placement or installment of ANY new additional signs of any kind related to traffic within the Town Limits without prior notice, comment, and Town Commission Approval for at least the next 6 months; (note this would NOT apply to things beyond Town Control such as DOT and State Jurisdiction and their decisions, nor would it apply to any citizen petition for installation of something new, which is provided for in our code provided that all provisions of the Code are followed and that decisions is part of a public meeting to determine compliance)

and

2) Prohibit any Town Administration or Staff from Ordering or Paying for any Expenses associated with any new or any proposed new such devices, expenses, materials or labor, unless and until it was approved by the Commission specifically and at at a public meeting with opportunity for public notice and comment as part of a Regular meeting.

During the period of the Moratorium, and any necessary extensions if needed, the Town Staff, Admin and Attorney can discuss existing policy, and it would allow for presentation of that existing Administrative Policy and for its review. It would also allow for review, consideration, discussion, revision if necessary of any current existing Ordinances or Code on these matters to the extent those provisions are ambiguous, obsolete, or contradictory, or superceded by state law, or the creation and adoption of a New Resolution or Ordinances if none exist or if they are needed.

During the many meetings regarding the Riverside Stop sign issues it became apparent that this is a sore issue to residents. There were many meetings with a full house of Residents who came to speak on the Riverside Signs and on Traffic signs and changes in general. During the election this was an issue and this was something I put forward many times, and ultimately, the Commission agreed to conduct a survey. As a result of that, the Town Admin put out an Opinion survey to all the residents. The results of that survey were overwhelming in that a large majority of Residents were against the Riverside Stops signs. During all those meetings and discussions and at the vote to remove the signs following the survey - I was under the impression that the Town Admin/Manager made a statement to the effect that there would not be any new signs or traffic changes without notice to the Commission (and the public) at a meeting. Perhaps I misunderstood, but I recall such a statement or discussion and agreement of sort to that affect at a public meeting on the record. I also recall having an informal discussion briefly where I also thought the Manager agreed that there would not be more surprises such as new signs without prior notice to the Commission and public. Again, perhaps I mistook that discussion. Misconceptions and misunderstanding can occur through no fault of either party. So I admit that perhaps I misunderstood what I thought was stated and agreed to during the meeting and casually thereafter.

Either way, very shortly after the Riverside Stop Sign vote for removal and the removal, there appeared a new sign on A1A - I call the "surfer dude" sign. This sign is electronic and it gives a thumbs up or down if you are speeding over 35 or if you are at 35 or under on that stretch. At first, I will admit I was slightly annoyed to see a NEW sign, a new device so soon after all the discussion and discord about the Riverside stop signs. However, I do like that sign.

I am not complaining about THAT sign, but I am concerned about the process and costs. I am concerned about making sure these decisions are made openly, that they are supported by documented data, according to a policy that is clear, that provides for a means of verifying compliance with the Code, and the policy, and that provides for public notice, and opportunity to be heard, and for decisions that are made by elected leaders especially if they are upsetting to residents, and finally for accountability going forward.

Recently I went out of Town and came back and there were White Poles on either side of the speed humps. Those were new and were not discussed in an open meeting either.

Then again, very recently NEW signs have popped up. There are new signs on Ocean Ave leading each way and flashing yellow to show that there is a stop sign coming up at that intersection. Again, these are new and were not discussed in an open meeting either.

So now there is the NEW Surf dude sign, and the NEW Traffic Poles adjacent to the bumps, and 2 NEW Flashing Yellow Signs leading up to the stop signs, then a little further speed bumps and rails before the stop signs, and then of course the Stop signs.

I wasn't notified that any of these 3 NEW items were going in.

Again, I do not know how or why or who makes these decisions.

I also do not know whether other Town Commissioners were informed before or not or had knowledge or notice before or not.

I only know I was not notified by anyone in anyway, and was not made aware in any way. I only became "aware" by seeing them already installed.

I would like to know if any other commissioners were told beforehand or came to know and if so how and would request that be discussed if some Commissioners are being made aware or not. I would also like to know if any of the other 4 Commissioners only became/were made "aware" upon seeing them after installation. I would like to know if any Commissioners were informed, why or how that is that some are being told or not. And I would strenuously object to decisions being made or disclosure to only one or more Commissioners but not to other, as well as decisions being made by sending informatino to all Commissioner for their input, rather than such communications being made publicly during a meeting. I don't think that anyone is intending to do something wrong, and I am sure the idea is more a matter of efficiency. BUT, efficiency cannot be a justification for openness. It may time more time, but things to be disclosed at public meetings before the public and discussed in public and not beforehand, IF that occurred here by chance or accident and I am not saying it did, but simply stating a reminder out of respect for the issue and the public.

In support of this proposal I would also like to refer in general to the many meetings beginning November 2023 up to now where traffic issues, signs, and policy regarding how these decisions are made have been the topic of extended discussion and considerable frustration to the Citizens. Anyone can listen to those recording if they were not there.

These are sore issues.
Traffic devices have become devisive.
It should not be so.

I hope to fix that going forward and this Moratorium and subsequent discussions and revisions has the power to do that hopefully.

For example, some residents (not all) but some have said and will say

they don't care too much either way, but they are frustrated by the waste of time.

Others have and will say they don't want this sign or that sign, or speed hump or the like, and they want them removed as unnecessary but they are also upset by the waste of costs. Some will and have said to me that they want me as the Mayor and the other Commissioners to take charge and to reign in on the installation of Traffic devices and use of taxpayer money to purchase and install these things - without it coming before the Town Commission for approval and thus without a vote by elected leaders, in the open, and with public comment.

As I said above, I THOUGHT there WAS a discussion, and a statement, and "agreement" on the record during one of the prior public meeting in the last several month that NO new traffic devices or signs would be installed before it being voted by the Commission. Perhaps it was not as clear as I remembered.

I do remember clearly that there was a discussion and agreement during the public meetings that the Town would do some comprehensive study and documentation, openly and with the public and utilizing actual engineering opinions if necessary, and by way of one or more Workshops BEFORE making traffic decisions, or adding or changing traffic flow, signs, and the light. Yet that does NOT appear to be happening. To date that has not occurred nor has it been scheduled, but perhaps it is still being considered. Yet, I do believe since that was agreed to - that was at least some kind of acknowledgment and agreement, implicitly and indirectly at least, that changes would not occur and additions would not be made before, or unless and until those meetings occurred. But those have not occurred.

I as stated, this is a sore subject. And I was not aware of the possibility of the new flashing yellow signs on ocean ave, or the new white bumper poles on the speed humps until I saw after installation.

Therefore, I am requesting a Vote to provide clarity and certainty.

I am requesting a vote to Impose a Clear, Specific Moratorium on ANY new Traffic changes, any new signs, any new speed bumps going forward (other than the Vote as to the speed humps and stop signs as that is a specific item being put forward by me to the Commission in response to a request from a citizen for a vote and that will be public).

I want to take a minute to say that I do NOT think the Town Administration or Staff, or whoever is involved in these decisions are intending to do anything wrong. I know they are trying to do their jobs, that their concern is safety and related issues. I appreciate that very much. I don't want to have fights or discord on this or these issues. I don't want there to be accusations, or interrogations, or name calling. I want to acknowledge that our Admin

and staff have very difficult jobs, they work long hours. I want to acknowledge that it is a common human trait to complain about things we don't like, and yet to say nothing about all the other good things and hard work that is done and that people and staff on a routine basis. I also want to acknowledge that the Admin and Staff have a lot more information, on a day to day basis, they are experienced and in the know they try their best under difficult circumstances and various constraining factors, and having to make decisions based on conflicting and competing interests and that it is not always easy to balance those, and hindsight is always 20/20, and that miscommunications and misconceptions do occur, and these can lead to misunderstanding, that rumors abound, and they are not always true, or fair.

I want to say and acknowledge all of that.

Here is the But -- I think traffic issues, new stop signs, new signs, speed bumps and things of that nature have been popping up all around town in the last few years and it has started to annoy residents. Residents, the voters, have been complaining. They have a right to that.

They, some (not necessarily all) want answers on the process as to how these decisions are made. They want to have an express policy and process that is clear.

Likewise, some residents have expressed an opinion that decisions are being made by Staff and not the Commission, and those decisions have a real and frustrating impact on the residents, and they also have a cost - and that money spent is from their taxes.

Some residents have expressed this frustration that they do not feel these decisions either EVER should be made by Admin/Staff alone but instead should be made after disclosure during public meetings and made by the Official they elect. That way, there is transparency, and a record of the reasons, the data, the pros and cons and the consideration of them, and also accountability both for decisions and fiscally.

If its done by the Commission at a public meeting that is open and available where they can speak beforehand, even if they don't like that decision, or any other, they can generally accept it without distrust or discord, or if not, they can consider that the next time around when they vote and hold the elected accountable for that decision or combination of decisions made by the elected officials and not made by staff and not openly..

Relatedly, if these things were instead made by the Commission at least there would be some record of why, and the cost, and there would be some opportunity to attend that meeting to speak beforehand, and

before the money is spent. Even if they disagree and it happens, at least there had been some notice and an opportunity for them TO speak and object.

Also, we are not a large town. We are 1.4 square miles. If we were a large town, we would likely have much bigger issues to deal with, and having a Moratorium and requirement to come to the Commission rather than allow Staff to make these decisions might be unduly burdensome. But we are NOT a large town. And these issues are of concern to a number of residents as demonstrated by the Riverside Stop issues, the meetings related to that, and the various people who routinely mention and ask me about these matters at my Mayors hours and on the street and by email, etc.

I am requesting the Moratorium for 6 months. During this time, should the need or desire for Admin or staff to propose some change, they must propose it as an item for discussion and vote a public meeting.

Also, should we pass this moratorium and any new signs or devices or changes occur, it will be clear and there will be no doubt as to what was or wasn't agreed to.

Also, during this 6 month period, I would propose that we, the Commission, the Town Attorney, and the Police Chief and/or other departments, and the Public have at least 1 public meeting and workshop to discuss our current Town Code and State Law as to what is required under state law and our Charter and Code, and if any provision is obsolete because it has been superseded by state law (for example the use of the word "engineer" in our town code), or if any provision of our Charter or Code is ambiguous as to the Process, then I would like to work on clearing that up to make it clear going forward.

And finally, the Moratorium will allow for review of any Internal Policies and Procedures, if any exist on point such as the Towns "General Administrative Policies and Procedures" (which are themselves ambiguous and unclear having been revised piecemeal over time and such revisions not be properly tracked). If nothing exists on point, the Moratorium will allow for the creation of a written chapter specific to this subject and presentation to the Commission and the public for review and comment and finalization.

The review and creation of revised or new policies can be conducted by Staff and the Town attorney and presented at a workshop, and thereafter at a public meeting for a vote.

I believe that every time something new, some new traffic devise – which alone might not have caused an uproar or complaint – but which now does or has the potential to simply because of this history currently.

I believe the Moratorium is prudent and will cure that for time being, will provide clarity and openness to address the citizen questions going forward, shows respect for the citizens on this/these issues, and will ultimately provide clear guidance to staff, the Public, and the Commission alike in the future.

It will save money too in that there won't be signs or bumps put in, and numerous meetings and discussion at meetings, and staff time therein, only to later have those signs and devices taken out if there is an uproar.

Lastly, if there is some real emergency situation, then I would propose that the Admin/Staff can and should be able to deal with that by way or some TEMPORARY measure if it is not costly and only temporary. And, if not, then a special meeting can be called on short notice, as is always the case on anything in an emergency.

Recommendation:

Discussion and Vote on a 6 month Moratorium on the spending of any money for any new traffic devices, signs, speed humps or the like, and any changes related to traffic, and during this time the scheduling of 1 or more workshops to review and if necessary clarify town code and town policy, or create new written policy and guidelines to supplement existing code on these issues.

Requested Action:

Attachments/Additional Information:

Please see/refer to:

1) the Town Administrative Policies and Procedures which have different names (some inconsistency as to the name of the document and what it is) which is available upon request to the Town Clerk. This document is not being added her as it does not directly provide for policies and procedures on this issue but does contain indirectly related information, but the document is many chapters and many pages.

2) the Agenda Item at this Same meeting regarding Ocean Ave Speed Bumps and Stops Signs and the Prior Riverside Stop and related discussion at various meetings from November 2023 to date.

3) Please refer to the Town Charter,
 Article 1, Sections 1.06,
 Article 2 in full, Sections 2.01 2.16,
 Article 3 in full, Sections 3.01 to 3.12,
 Article 8 in full, sections 8.10,
 Article 9, section 9.05, 9.06, 9.07, 9.08
 all of these are available online on the Town's website.

4)

Please Refer to the Town Code Chapter 30 Traffic Code.

Please also refer to the following other related and supplemental chapters that are relevant directly or indirectly:

Chapter 1 General provisions,

Chapter 10 Town Officials,

Chapter 11 Departments, Boards and Commissions,

Chapter 12 Town Employees,

Chapter 14 Taxation,

Chapter 15 Town Budget,

Chapter 16 Civil Emergencies and Hurricanes,

Chapter 46 Noise Control

Chapter 49 Nuisances

Chapter 50 Streets and Sidewalks

Appendix A, Chapter 1A Section 1A-3 definitions, 1A-5 amending code, 1A-7

Appendix A, Chapter Chapter 2A – Comprehensive Plan in toto and Please refer to our Town 2020 Comp Plan and Associated documents

Appendix A, Chapter 3A Concurrency

All of these are available online at the Town's website.

5)

Please refer to Florida Statutes and Florida Administrative Rules

where relevant and which may be raised during the discussion by the Town Attorney or others, including but not limited to:

provisions relating to Engineers and/or traffic and road requirements, safety requirements, provisions related to Police needs or requirements, and other provisions of state law that may be applicable to rights or prohibitions on conducts, and/or mandatory, discretionary or prohibitory rights or requirements, and/or policies or procedures, and Citizens right to public records and/or public comment on matters of concern and use of tax funds, decisions in the Sunshine law and related provisions, etc pertaining to Municipalities, Officers, Staff, and/or Citizens.

State statutes and rules are also available online and can be specifically referenced or cited by the Town attorney if necessary, if any are directly applicable.

6) See the Town's website and links to meetings and recordings, agendas, minutes and packets for the November 2023, December 2023, January 2024, February 2024, March 2024, and April 2024 Town Commission meetings for reference on matters discussed herein and for general, and specific, public and Town Official comments and discussion on Traffic issues and on the Riverside Stop Signs issues.

Town Commission Meeting

Section: New Business
 Meeting Date: June 18, 2024
 From: Mayor, Alison Dennington
 Re: Ocean Ave Speed Bumps and Stops Signs

I am Requesting Discussion and then a for Removal as to each separately, OR if there can be no strong consensus, then in the alternative a Resident Survey on these 2 issues.

NOTE: I was requested by a Citizen to sponsor this as an agenda item for discussion and vote, and that is the reason for this request and this item.

Background information:

I am stating all my reasons and justficiation here to save time during the meeting itself, so that the Other Commissioners can read this when they receive the packet as well as citizens.

Since taking office I have had many residents--literally--stop me on the street walking my dog, or in when driving pine street in my car, or at my house when walking by, or by email, and/or by showing up to my Mayors hours to (respectfully) express:

- 1) their frustration and disapproval of the Speed bumps at Ocean Ave,
- 2) their opinions that the speed bumps are unnecessary, excessive, and cause damage to their cars, and unnecessary wear and tear,
- 3) to ask various questions I cannot answer such as
 - 3a) why were they put in,
 - 3b) who decided,
 - 3c) what is the required process for the Town Staff and Admin putting in such devices under Town Code and other law,
 - 3d) whether that was followed,
- 4) whether we the Commission can remove them, and
- 5) whether in the future going forward we can revise these rules so the process, rationale, and justification is clear, and there is an advance opportunity to advice the public BEFORE they go in and before the money and time is spent.

Clear answers, Clear Policy, and a right to know rather than merely hear unconfirmed Rumors:

Many residents have stated that they or others have heard a rumor or they have a belief, presumption or have made an

assumption as to why the stop signs and speed bumps were put in. Yet they state they don't know if that is true, but they would like to know why, how (the process), and who decides and is supposed to/allowed to decide. They sincerely want to know and get clear answers, in addition to wanting them removed in this particular case.

For example:

1) I have heard they were supposed to be temporary, and was asked to find out if that was true.

2) I have also been told a rumor hearing a few people state it and/or it being their own belief that--the stops signs had to do with the police department in some way and the need for police officer to leave the station quickly. And, thereafter that the speed bumps were put in because when the stop signs were new, people not being accustomed to them, sometimes ran them, and/or the occasional bad actor did.

I am not saying ANY of these rumors are wholly or partly true or not. But I believe do believe tax-paying residents, the voters, do have a RIGHT to ask, and a RIGHT to an answer. A full explanation and a discussion to put it to bed and go from there.

So that is one part of this agenda item. An explanation to the residents.

Vote Request on this Issue:

The next part is that I am proposing a vote on this issue.

I would like to call a vote Remove the Speed Bumps, which I do plan to vote in favor of.

I would also like to call a vote as to the Stop Signs, which I would prefer that those remain, but I would like to call a vote on this too, as I was requested to sponsor this by a citizen, Mr. Pavlock.

If, for whatever reason the Commission is unsure of whether to Remove or Not, and does NOT want to vote one way or the other, then I would request a Survey be conducted on both of these issues, as there are MANY residents who have opinions and real legitimate reasons, particularly as to the Speed humps, and

others as to the Stops Signs, some for and others against.

So those are my requests for action.

A vote on these 2 things, independently as separate votes, and if necessary, a Survey to the residents at the very least.

Not one person has ever told me that they like the speed humps. They may exist out there, but I have not yet met them. The stop signs at ocean is mixed.

I am including in this item an email from Mr. Joe Pavlock who requested that I sponsor this item which includes well thought out discussion, ideas, opinions, and a map drawn by them for reference. We can discuss this as well.

I told Mr. Pavlock that I would sponsor his request to vote to remove the Speed Bumps and the Stop Signs.

Stop Signs:

As to the Stop Signs, I do believe they provide a measure of protection for the children who live on the North end of Town biking to and from school in the morning and the afternoon. I also believe they provide protection to all residents, adults and children going North or South, at all times of the day, who walk, and bike that area on a routine basis other than just the School Crossing times.

I also believe that the stop signs do provide a break from the "stretch" of ocean by which some who would speed as if it were a mini-Nascar straight away.

Therefore I am not so opposed to the stop signs on ocean as I think they are beneficial.

Speed Humps:

The speed bumps, in my opinion, are excessive and unnecessary in that the Stop sign DO cause people to stop.

And if someone runs a stop sign, the police can and should ticket them. At first, when the stop signs were put in, perhaps the bumps were necessary until people got used to them. Also perhaps BEFORE the crosswalks were painted (which PW just did this week with bright white paint so now you can actually see the crosswalk while driving and approaching, where you could not

before with the small red bricks) – perhaps before painting the crosswalks white, the speed humps were necessary. But not now.

There will always be someone who will speed, and who will not stop. BUT not because there was not enough warning, or not enough consequence but rather because they are fully inebriated and that unfortunately can't be solved with speed humps.

Likewise, occasionally there will always be the careless driver who is just passing through for the first time and is carelessly failing to pay attention while driving and/or is texting while driving, and/or running from or to something and just don't care. That goes with everything. They will run off the road, they will run lights, they will do all sorts of things, but we don't and can't fix that in every case without huge cost and other problems for all the other drivers 99% of the time.

The fact or possibility that some very tiny number of NON-law-abiding citizens will break the law, cannot ever be eliminated entirely so it should NOT be used as an "anecdotal" (only) justification that is NOT backed up by any prior study and real, actual data--data that also supports the problem will be solved by the proposed solution, and that is presented either to the Commission publicly, OR at the very least that is supported by an actual Engineering opinion obtained by Staff if and when they decide to make such a change without going through the Commission and the public. It is simply NOT enough to say – "people weren't stopping" or "people were speeding." That is anecdotal and not supported in verifiable objective facts.

Finally, the stop signs have now been in for a while and everyone in town, and those who drive through routinely are now FULLY aware of the stop signs, so the speed humps no longer serve a purpose.

Now, the speed bumps are a nuisance and not a protection. Again the stop signs are a different story in my opinion.

The speed humps cause unnecessary damage to residents cars, increased maintenance wear and tear as well, and thus increased costs to their vehicles over the long run, and unnecessary additional noise, yet they provide little to no additional value or safety. We could put speed bumps all along ocean and sure it would slow people down, but the stop signs are enough, and the speed bumps only add zero to the tiniest incremental value, and yet will still never stop all NON-law-abiding drivers no matter what (the law of diminishing returns). When all of that is

considered against the costs of the speed humps to residents on a daily basis, the speed bumps must go.

Finally, again, I will also note and THANK Public Works as I did see them out recently painting white stripes on the crosswalks— which BEFORE were thin red brick walkways that do NOT resemble crosswalks and which were NOT visible as a car approached those crosswalks.

Now the crosswalks having painted white DO resemble crosswalks, CAN be seen further at a distance as car approach (for those who might be new and have never traveled through, and for residents alike).

The white stripes now are a much more visible indicator of the stops and crosswalks and will further improve safety, which again, further makes the need for the speed bumps unnecessary and excessive.

Mr. Pavlock, a resident, requested that I seek to have a vote seeking the discussion and potential removal of speed bumps and also as to the stop signs. And he provided some detail and a drawing by email which I have included that email and its map as an attachment for reference and for use in this agenda item and its upcoming discussion (see below).

I have stated my reasons here, to save time, and I will refer to these comments during the meeting and will only respond after the other Commissioners or others have said their opinion, and only if necessary is something new comes up.

Attachment 1) Email from Resident Joe Pavlock and my responses.
Attachment 2) to Email from Joe Pavlock regarding issue.
Attachment 3) Email from Town Manager regarding Mr. Pavlock's request and his discussion with the new Police Chief regarding the same.

From: [Joe Pavlock](#)
To: [Alison Dennington](#)
Subject: Re: Speed Bumps at Ocean and Pine
Date: Friday, June 7, 2024 12:08:05 PM

Than you and do t forget about the progress on the left turn lead arrow for traffic going north onto A1A from Ocean Ave.

Joe P

On Fri, Jun 7, 2024, 12:00 PM Alison Dennington <adennington@melbournebeachfl.org> wrote:

Yes, I would happy to raise this and out this discussion and request for a survey on the Town agenda for the next meeting. I thank you and I will keep you in the loop.

I do think there is probably justification for the stop signs there (bc of the kids biking to school (though I don't believe they were necessarily following proper town code procedures when putting tfem in). But the speed bumps are not necessary, in my opinion. I will raise this and put it on the agenda. I think messing with traffic and messing with oarks without plenty of public vetting is unwise and wrong. Id like it to stop. I dont know that it will. Perhaps the best way is a proposal for a referendum explicitly stating an actual notice and comment period and procedure in our town BEFORE a new stop sign is put in or a new speed bump. I think I will request that. That might solve things going forward so we dont have these surprises.

I will also request a duscussion and vote on these stop signs and speed bumps and a survey.

Thanks!

Sincerely,

Mrs. Alison Dennington
 Mayor, Town of Melbourne Beach

Sent from my iPhone

From: Joe Pavlock <pavlock635@gmail.com>
Sent: Thursday, June 6, 2024 11:22:41 PM
To: Alison Dennington <adennington@melbournebeachfl.org>
Subject: Speed Bumps at Ocean and Pine

Mayor,

We met once before during one of your meet and greets at the Town Hall and we discussed the Stop signs on Riverside in which you were able to pursue the Council to mail out surveys on that subject. Hence the removal of those Stop Signs.

I would like to made some suggestions for you to broach with the Council as well as Chief Zander on the following:

- 1) Request for surveys to be mailed in regards to the removal of the speed bumps.
- 2) Request for removal of the Stop Signs on Ocean Ave at Pine St. I'll explain

Up until about maybe 8 years ago we NEVER had stop signs on Ocean Ave at Pine St. There was never any discussion with the community over it or a survey. Nor were there any traffic statistics presented as to warrant their need, as the Stop Signs appeared overnight.

The reason given was because of the school kids crossing there in the morning and afternoon. However, the rumor mill has it, that council persons thought there was too much speed, like the Riverside situation.

Don't get me wrong, I think we always need to protect the children. HOWEVER, for DECADES there was NEVER a Stop Sign on Ocean Ave at Pine and we have NEVER had an incident there.

Furthermore, IF the Stop Signs on Ocean Ave were the answer, then we would NOT have Crossing Guards or Police Officers there every day to STOP traffic as they cross. I would say that's a little redundant, wouldn't you. Plus it's a waste of money to pay crossing guards and Police officers to maintain that crossing.

Having said that, BEFORE they put up the Stop signs, WE HAD the Crossing Guards and the Police manning that crossing, so WHY the need for the Stop signs???

I am proposing some ideas for you to possibly present to the Council. I have discussed these with Chief Zander today. Chief Zander sounds like a great guy, but stated that he has to do what his boss tells him. We had a great talk for about 30 min.

1) IF the concern on Ocean Ave at Pine St is speed, then I would suggest **NARROWING** the traffic lanes from 14 feet down to 10 feet. This has been done in other areas. The narrower the lanes the lower the speeds. Chief Zander said he would check with the Public Works Department to see if there is a standard for lane widths in Florida.

2) Removal of the Stop Signs on Ocean Ave as well as the Speed Bumps and replace the Stop Signs with Yellow Warning Signs that light up and flash during school hours as well as painting the word SLOW in HUGE letters prior to the intersection.

3) If the TOWN is going to continue with Crossing Guards at this location, then why on earth do we need those Stop Signs???

What statistical data has been used to justify the use of those Stop Signs? Chief Zander says that the biggest problem he handles is traffic complaints. Which I do not doubt. In our small town there isn't much that goes on, except traffic. Whenever the subject of the Speed Bumps comes up on Next Door Neighbor, everyone vents their frustration, especially now that poles were put up. I asked Chief Zander about it and he said people have been driving around them or using half of the bump. He understands everyone's frustrations but said he had nothing to do with the Speed bumps as they were here when he got here.

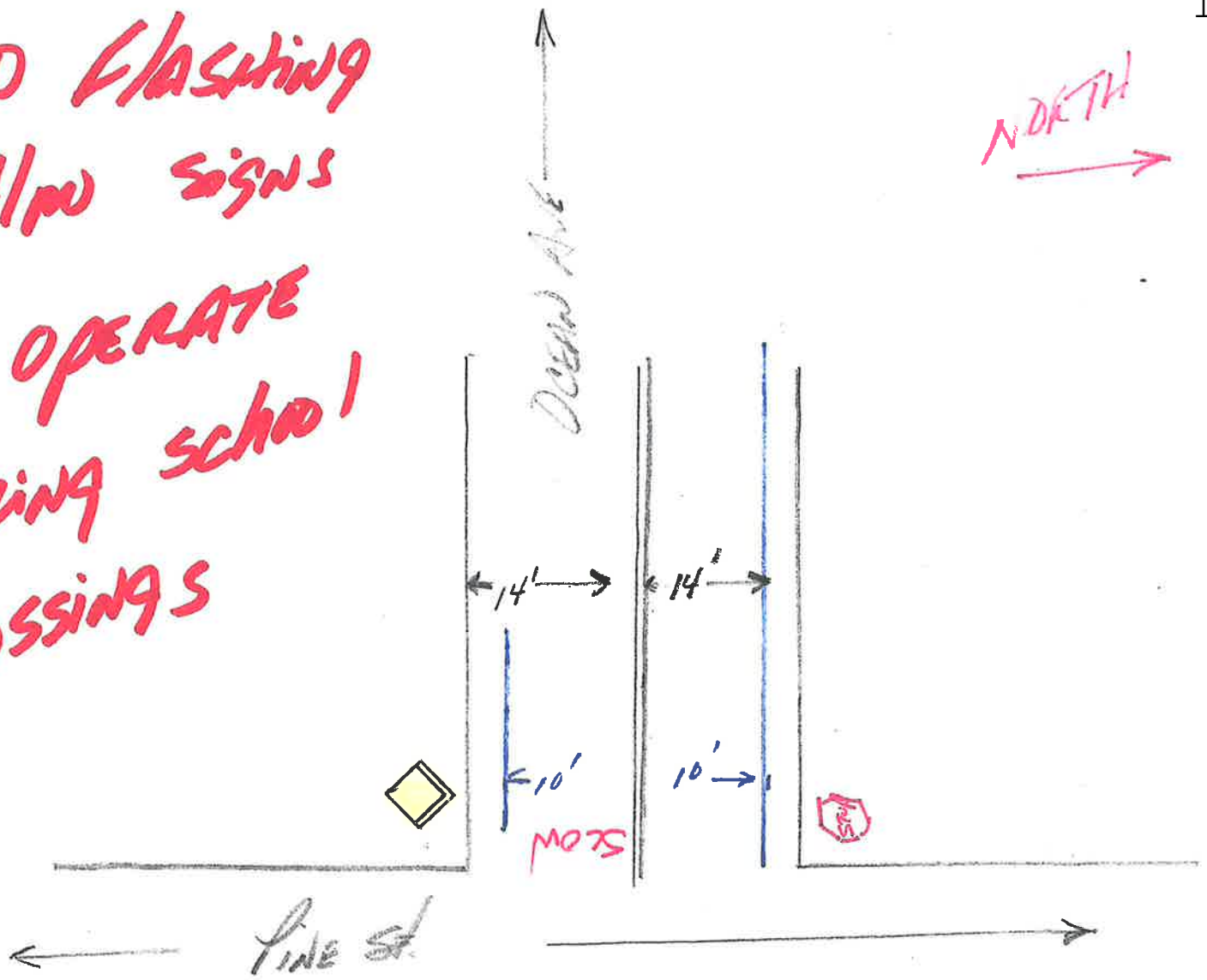
Attached is a drawing of the intersection with my suggestions. I gave a copy to Chief Zander.

Also, could there be some communication from the Town on the update on the issue of getting a left turn lead arrow for traffic going North on A1A at Oak St. Complaints have been mde for months but no one hears anything.

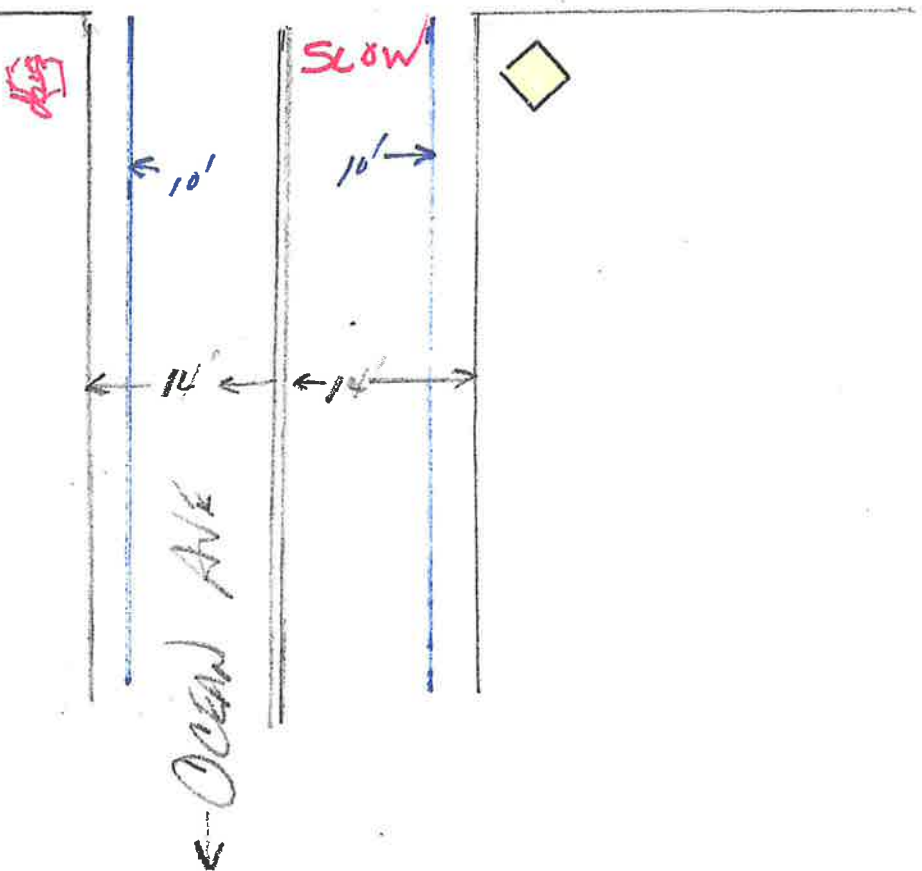
Thank You, Joe Pavlock

ADD FLASHING
YELLOW SIGNS
TO OPERATE
DURING SCHOOL
CROSSINGS

NORTH
→



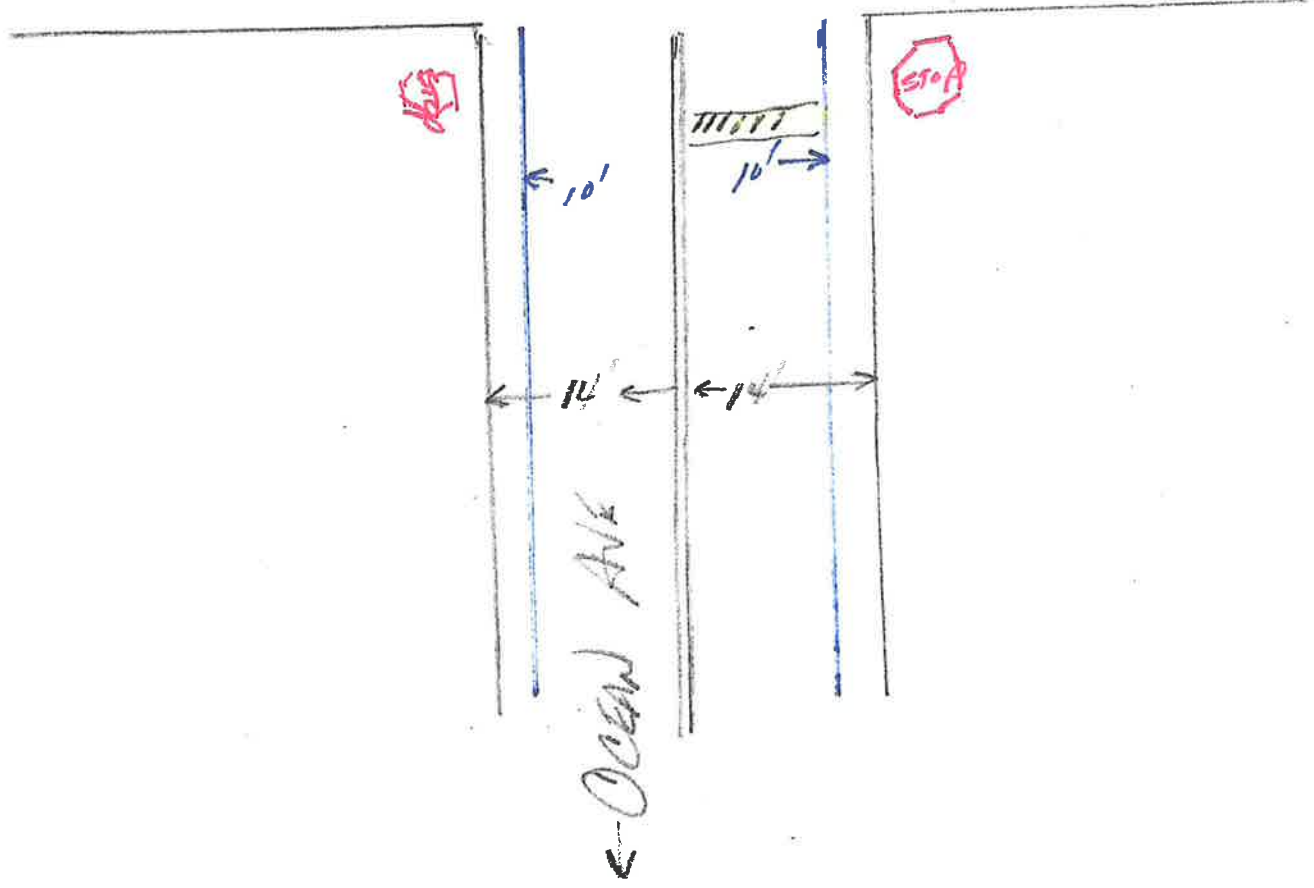
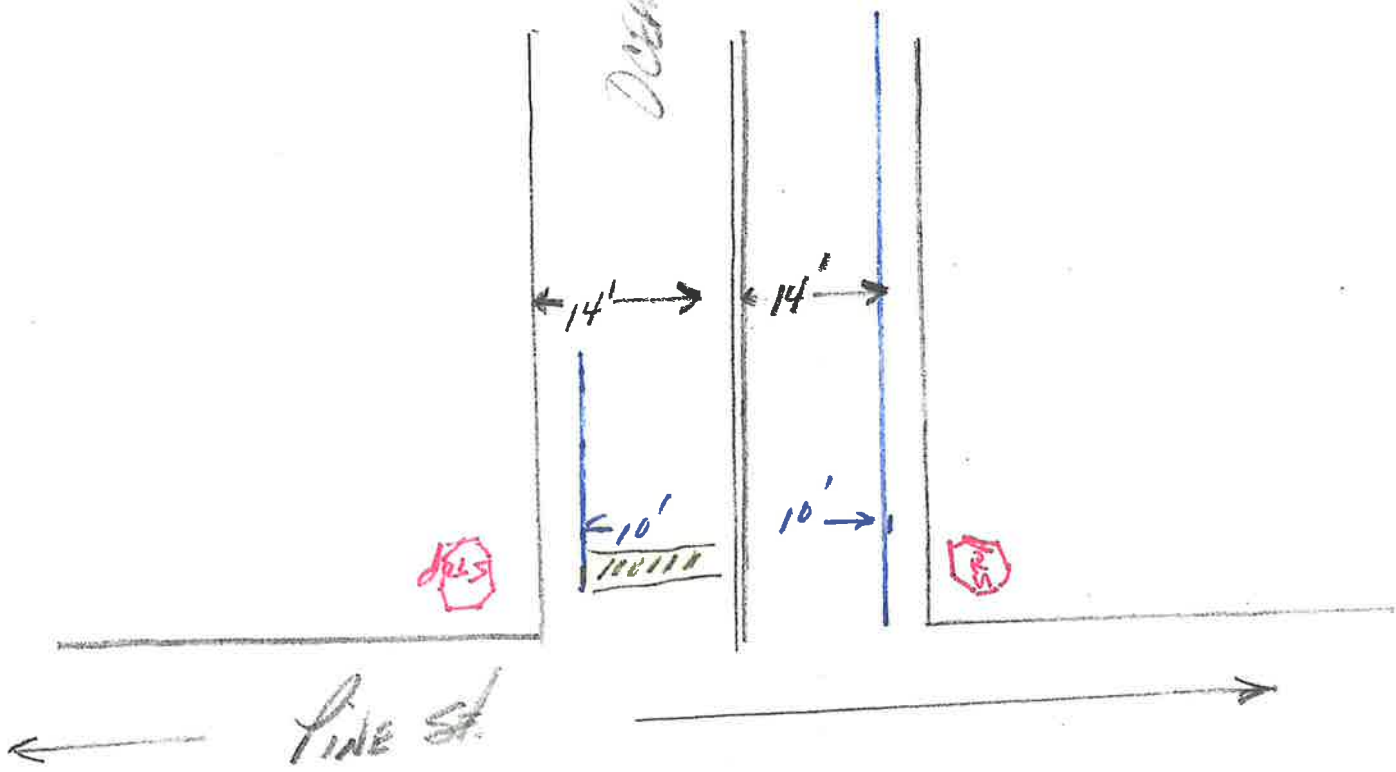
ADD "SLOW"
ON PAVEMENT



CURRENT SET UP

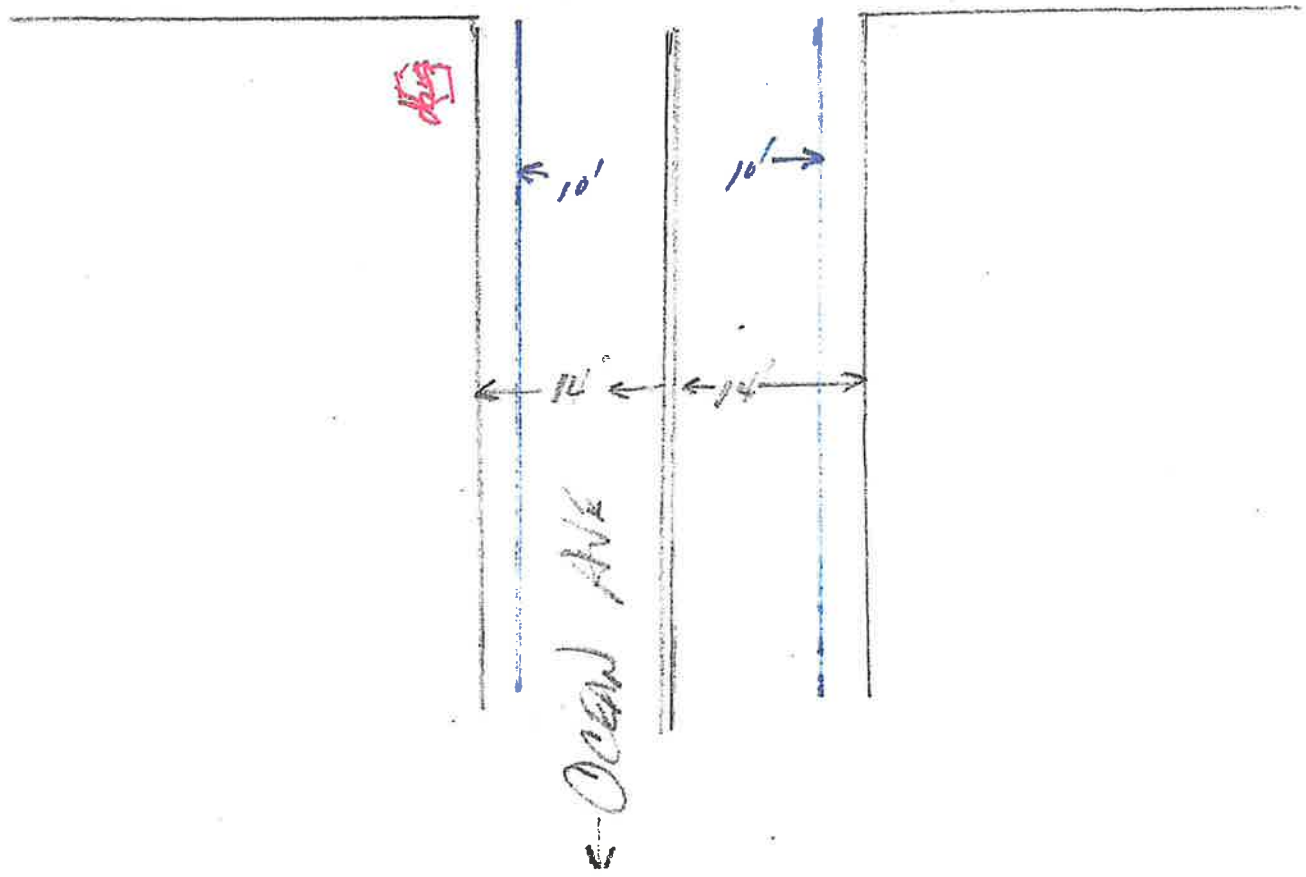
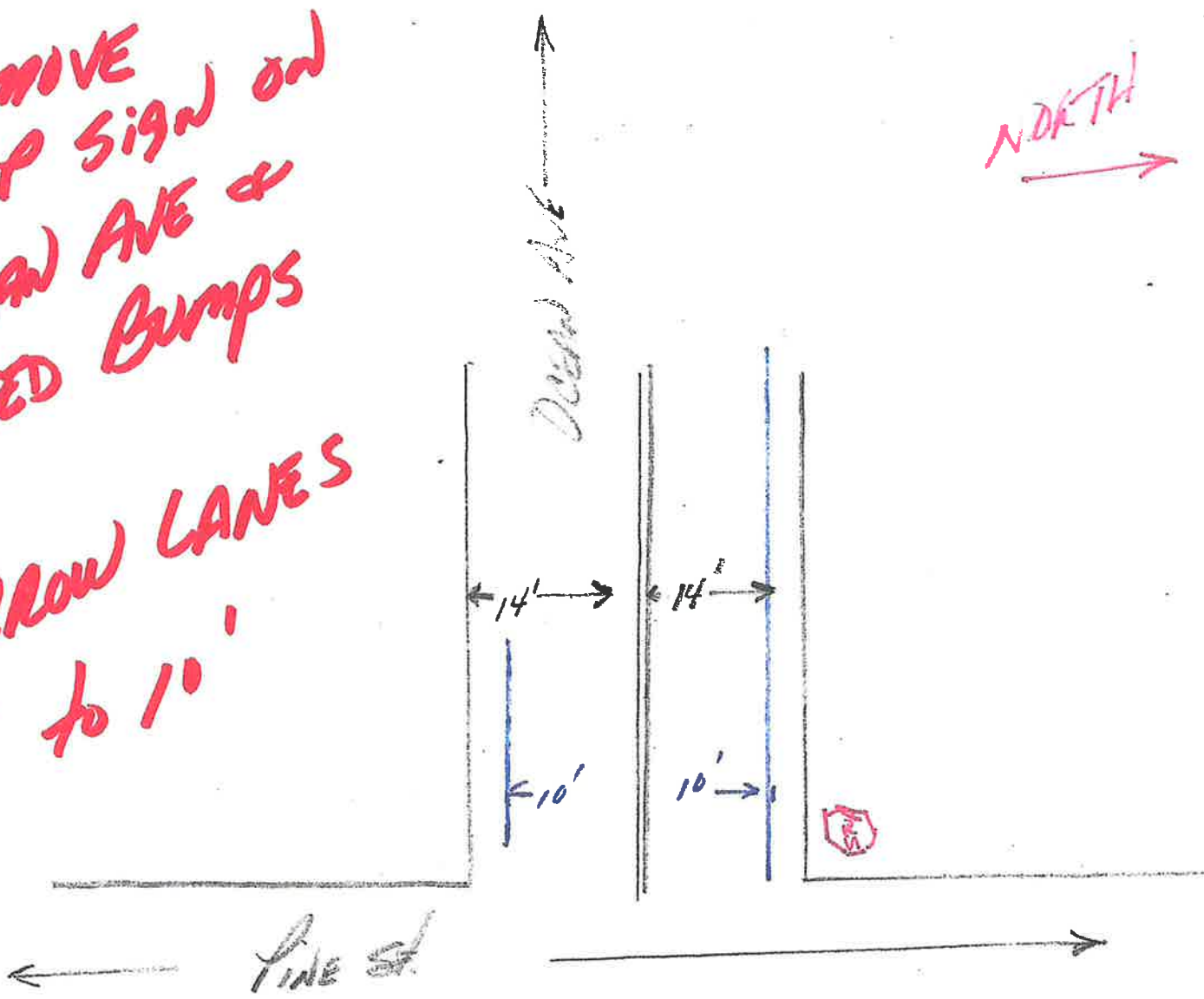
NORTH →

Ocean Ave ↑



REMOVE
STOP SIGN ON
OCEAN AVE &
SPEED BUMPS
NARROW LANES
14' to 10'

NORTH
→



From: [Alison Dennington](#)
To: [Tmb resident Joe pavlock](#)
Subject: Agenda Item discussion and Vote Re Speed humps and stop signs - cover sheet and extensive justification, rational and background info
Date: Wednesday, June 12, 2024 8:29:11 PM
Attachments: [Fwd Agenda item - Ocean Ave Speed humps and stop signs - cover sheet....eml \(261 KB\).msg](#)

Mr. Pavlock, as requested I am sponsoring this for discussion and I've written and prepared (extensive discussion and reasons and included your email and suggestions as well).

Its long but I'm putting it out there and hopefully that will reduce the Town meeting at least vis vis me and my discussion part.

Please DO come to the meeting next week - Wednesday 6 pm. When the full packet comes out that will be online with the agenda listing the order.

They always tend to out my items at the very end, unfortunately.

Please let your neighbors know as well. When the public "shows up" and "speaks up" they - the other Commissioners and staff do tend take notice and that helps.

We will see. Take care and thank for coming to my Mayors hours and for interest, involvement expressing your opinion. I appreciate it and hear it, respect it and hope others will do so as well. I don't know whether it will be a non-starter with others or not but we shall anyway and at least have it up for discussion!

Sincerely,

Mrs. Alison Dennington
Mayor, Town of Melbourne Beach

Sent from my iPhone

From: [Melbourne Beach Town Manager](#)
To: [Alison Dennington](#); [Sherri Quarrie](#); [Corey Runte](#); [Marivi Walker](#); [Adam Meyer](#)
Cc: [Melbourne Beach Building Official](#); [Melbourne Beach Building Department](#); [Melbourne Beach Office](#); [Melbourne Beach Finance](#); [Melbourne Beach Finance Clerk](#); [Melbourne Beach Town Clerk](#)
Subject: FW: Attached Image
Date: Friday, June 7, 2024 2:17:07 PM
Attachments: [4866_001.pdf](#)
[image001.png](#)

Below is an email from Chief Zander regarding a conversation he had with a resident regarding the intersection of Pine and Ocean Ave.

This email may answer questions you may have or questions being direct to your from residents. Please feel free to contact Chief Zander directly if you have questions etc.

Have a great weekend!
Elizabeth

From: Tim Zander <timz@melbournebeachfl.org>
Sent: Friday, June 07, 2024 9:48 AM
To: PW Supervisor <pwsupervisor@melbournebeachfl.org>; PW Foreman <pwforeman@melbournebeachfl.org>; Melbourne Beach Town Manager <TownManager@melbournebeachfl.org>
Subject: FW: Attached Image

Good morning everyone,

I met with a Joe Pavlock (Corner of Pine and 3rd) yesterday who wanted to show me some ideas that he was planning on showing the Mayor for the Pine/Ocean intersection. I just wanted you all to see them as well as she might bring it up.

Joe and I had a pretty long conversation about it and his ideas. I told him in the end, if our citizens would follow the Florida State statutes, we wouldn't need all of the additional safety traffic calming items at that intersection. But the problem is that they do not. One of his ideas was to shorten the width of the lanes and he said that it worked in Maryland when he was up there. I told him Florida drivers are 10 times worse than any other driver.. lol I also told him that FDOT has rules on width of traffic lanes on certain roads. He also brought up an idea to put a blinking light at the intersection to blink during school crossing times in the morning and afternoon and removing the stop signs on Ocean. I told him our concern is for the intersection at all hours of the day and night, not just school times. I let him know that we have had commissioners, employees of the town and police officers witness or almost get hit by people not staying in their lane or abiding by the traffic calming items that are there. So there is a true problem at that intersection, and the Police Department can't put someone at that intersection all day and night to make sure that people slow down, stop, don't drive in the opposite lane, don't drive in the bike lane and do what they are supposed to do. I explained to him that the calming tools that are currently in place, are slowing the traffic and reducing and incidents, as long as everyone follows that laws.

He did ask why no one has brought it up to the commission to bring up to the citizens. I let him know that his town has hired competent people for their experience, education and authority to make sure that our streets and intersections are safe and all that entails. This is what we are paid to do. He agreed.

He also stated that there have not been any accidents there to back up the need for the calming devices. I told him that just because there is not an accident, doesn't mean that it's not safe, and why would we wait until someone is injured before we do something to make it safer. I let him know that we all have witnessed "Close Calls" at that intersection and no one wants a child or anyone for that matter getting injured.

In the end, I told him our #1 concern is the safety of everyone using that crosswalk, kids crossing for school, people crossing to head to the park, beach or just going for a walk/bicycle ride. It was a good conversation, but I know that he still plans to give these plans to the Mayor. Just an FYI..

Tim Zander

Chief of Police

Melbourne Beach Police Dept.

507 Ocean Avenue

Melbourne Beach, Fl. 32951

Office (321) 723-4343



From: scans@melbournebeachfl.org <scans@melbournebeachfl.org>

Sent: Friday, June 7, 2024 9:32 AM

To: Tim Zander <timz@melbournebeachfl.org>

Subject: Attached Image

Town Commission Meeting Agenda Items Coversheet

Section: New Business
 TC Date: June 18, 2024
 From: Mayor, Alison Dennington
 Re: Municipal Citizens Academy

Background Information: Creation of a Citizens Academy Program. The Police Chief has express a desire to create something similar which is a volunteer group of citizens who help out with the Police Department. I am proposing a broader notion, which are not uncommon in Brevard and elsewhere - its called a Municipal Citizen Academy. A Municipal Citizen Academy is an Educational/Outreach Training Program that also tends to and can operate as a "feeder" program helping to encourage more citizens to apply for Volunteer Boards by teaching citizens more about their own Town Government as well as the roles and requirements of its various Departments and Boards. These programs are usually conducted in groups of persons, not individually, over a few days for a total number of hours.

Many residents here have expressed a desire to be more involved on boards, and yet they are often unsure or intimidated about their current knowledge or ability TO participate/volunteer on those boards, particularly the more technical ones such as PZ and BOA. I have provided 5 documents to reference and there is more out there. One of those documents is a 2018 FLC survey of Florida Cities and Towns that DO have Citizens Academies and its discusses in brief facts and figures as to the many variables and variations of these programs from which Cities and Towns can choose from if and when implement their own. Should the Town Commission decide to vote create a program the FLC will provide much more information as to the various options free of charge from which the Town can choose from to develop its own program according our needs, wants, and staff time, etc.

There are numerous such Citizens Academies Programs in cities and town large and small all over Florida and elsewhere. Cocoa Beach has such a program and I have spoken with the Mayor of Cocoa Beach who has said that it has been very helpful and successful. I also met a Cocoa Beach resident at a TPO meeting Rockledge. He was at the TPO meeting to keep informed as to transportation issues that affect his town (of CB) after having gone through CB's Citizen Academy. I have provided a copy of Cocoa Beach website Citizen Advisory FAQs and its application process in pdf attachment. And for further information you may go to: <https://www.cityofcocoabeach.com/777/Citizens-Academy>

Here is an Excerpt from Cocoa Beach's Website regarding this program and its purposes:

"The City of Cocoa Citizens Academy is a 10-week program designed to inform residents and community stakeholders about the operations of city government and what is involved in delivering and maintaining services to the citizens of Cocoa. The program is designed for residents and Cocoa business owners that are 18 years and older who are interested in learning more about their local government and how they

can get involved in their community. Class size is limited to the first fifteen (15) Cocoa residents or business owners that apply. At the end of the program, participants should have an increased understanding of the organizational structure and operations of the various departments that impact the quality of life in the City of Cocoa. Graduates of the Citizens Academy will be prepared to have a role in the future of their neighborhoods and the City overall through government/citizen engagement. Graduates are encouraged to participate in their local government by joining one of the many boards and committees the City has established to help make decisions regarding your local government. Each participant will be encouraged to apply for a board or committee once they have completed the program."

I would also like to say that having such a program is also a helpful and objective measure of training and ensuring interest and some base level of training for board positions for those who choose to apply, particularly for those more technical Board such as PZ and BOA. A better informed, educated, involved, and interested Citizenry is always good and could lead to less confusion and greater understanding in many respects, and also, potentially less strife now and in the future. The Florida League of Cities also provides help and assistance in creating and implementing these programs and there is a full Handbook available, which I have also provided that discusses these more and the benefits that are derived to the Town and the Town residents. Please see attachment and FLC website links regarding Municipal Citizens Academy <https://www.floridaleagueofcities.com/citizens'-academy>. Please see FLC Municipal Citizens Academy Handbook on the FLC website and as attached here.

Recommendation/Requested Action: Discuss and Vote on taking steps to Create a Citizens Academy for the Town and its Residents, using the free resources and assistance of the FLC.

And, to that end I will assist and volunteer my own time to help do so in any way, including researching further and gathering information, coordinating between the FLC and the Clerk and/or Manager to gather records or information to help draft and implement the initial program and parameters. I will also volunteer my time and coordinate with and between Cocoa Beach and the Clerk and/or Manager to assist in getting any necessary information the Clerk, the Manager, would like or desire as a useful reference or example or template including seeking any Resolutions or Policies or Procedures, Waivers, Forms, etc that our Town might need in creating our own particular program patterns off the Cocoa Beach Program.

Attachments/Additional Information:

1. Cocoa Beach website FAQs pdf
2. Cocoa Beach Citizens Academy Application
3. FLC website information regarding Municipal Citizens Academy
4. FLC Municipal on Municipal Citizens Academy
5. FLC Report and Survey on Municipal Citizens Academy



City of Cocoa Beach Citizen's Academy

What is a Citizen's Academy?

The Citizen's Academy is a look into the internal values, philosophy, and operations of the City of Cocoa Beach. Designed for City residents, the academy educates citizens on the "how and why" of City departments.

What is the purpose?

Information! Participants are provided information facilitating informed judgments about City government. The program is designed to cultivate understanding through the educational process, dispelling suspicion, and improving community rapport. Additionally, the academy affords City staff an opportunity to receive community feedback.

What can I expect to learn?

Academy staff will cover a variety of topics and issues pertaining to the City of Cocoa Beach, including information about seldom seen City functions. Participants will gain knowledge and insight through discussions, demonstrations, and site visits. Citizens learn how they can play a role in the future of Cocoa Beach.

How much time will I invest?

The Academy runs for fourteen (14) weeks. Sessions last three (3) hours, on Tuesday evening each week, 5:30 - 8:30 PM. (There will be one (1) Saturday session, 8 AM - 12 PM).

How do I apply?

Return completed application and "Authorization for Release of Information" in person to Cocoa Beach Police Department, Police Records Division.

Questions? Call (321) 868-3271 or e-mail police@cityofcocoabeach.com



City of Cocoa Beach Citizen's Academy

STANDARDS FOR ADMISSION

Class size will be limited to 25 participants. Considerations for admission will be made on a first come first serve basis. The Academy staff will select applicants. If necessary, a waiting list of five (5) alternates will be created from the accepted applications. If an opening should occur prior to the beginning of the class, the next person on the waiting list will be contacted. Once the class has been filled, to include alternates, applications will no longer be accepted.

APPLICANTS WHO MAY NOT BE CONSIDERED FOR ADMISSION ARE:

- Persons with arrest histories - some of the information shared during the Citizen's Academy is sensitive in nature. It is the position of the Citizen's Academy not to share such information with persons who have shown a propensity for criminal activity. The Citizen's Academy reserves the right to exclude persons for past criminal acts.
- Persons who cannot attend at least 80% of the classes. If three or more classes are missed, the participant may not receive a certificate of completion.
- Non-residents of the City of Cocoa Beach, unless applicant is a business owner within Cocoa Beach proper.

Local records and criminal histories will be checked. Outstanding warrants will be checked.



City of Cocoa Beach Citizen's Academy

APPLICATION FOR ENROLLMENT

Applicant must be at least 18 years of age to apply. Incomplete or unsigned applications will not be considered. *Please print.

Name: _____
Last First Middle

Home Address: _____

Email Address: _____

Home Phone: _____

Cell Phone: _____

Employer: _____

Occupation: _____

Driver License Number: _____ State: _____

T-Shirt Size: _____

Have you ever been convicted of an offense?: _____

If yes, please explain in detail (include date, charge, and court disposition).



City of Cocoa Beach Citizen's Academy

Resident of Cocoa Beach for _____ years

Business owner in Cocoa Beach for _____ years (if applicable)

Name of business _____

Originally a native of _____

Moved to Cocoa Beach from _____

Please list your community organizations and activities:

Briefly explain why you wish to be enrolled in the City of Cocoa Beach Citizen's Academy:

PHOTO DISCLAIMER

Signing this application grants the Cocoa Beach Police Department permission to use photographs and video of you taken during the academy. These images may be used in publications, our city website, online, news releases and in other communications related to our department.

PLEASE READ THE STATEMENT BELOW, BEFORE SIGNING THIS APPLICATION.

I hereby certify that there are no willful falsifications, omissions, or misrepresentations in the foregoing statements and answers to questions. I understand that any omission or false statement on this application shall be sufficient cause for rejection for enrollment or dismissal from the Cocoa Beach Citizen's Academy.

Signature: _____

Date: _____



City of Cocoa Beach Citizen's Academy

Authorization for Release of Information

I, _____ do hereby authorize a review of and full disclosure of all records concerning myself to any authorized agent of the City of Cocoa Beach, whether the said records are of public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of any and all records concerning any criminal activity. This may include, but is not limited to: criminal histories, driving records, arrest reports, offense reports, or any official document.

I understand that any information obtained by a background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for attendance to the Citizen's Academy. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I hereby release said person(s) from any liability which may be incurred as a result of furnishing such information.

I also authorize the release of my name and full disclosure of all records concerning myself to verify past and future applications with other law enforcement agencies.

A photocopy of this release form will be valid as an original thereof, even though said photocopy does not contain an original writing of my signature.

Signature: _____ Date: _____

STATE OF FLORIDA, COUNTY OF BREVARD

This affidavit was acknowledged before me this _____ day of _____, 20_____.

Notary Public: _____

Driver's License: _____ Date of Birth: _____

**Notary Service for this application is available at the Cocoa Beach Police Department, Police Records Division, at no cost.*

Application and Authorization for Release forms must be submitted in person to the Cocoa Beach Police Department, Police Records Division.

Citizens' academies are an excellent way to educate residents, build positive relationships and increase communication between city government officials and citizens, as well as inspire future municipal leaders.

Statistics show that 30 percent of Floridians are natives, while 70 percent moved here from somewhere else. This can greatly affect a Floridian's understanding of city government in the Sunshine State.

That's why the League developed its "[Guide to Creating a Citizens' Academy](#)" with real-world examples of Citizens' Academy programs from cities across Florida.

The League's Center for Municipal Research conducted a mini-survey on Citizens' Academies in 2018. Click [here](#) to view the survey report.

To the right is an example of a promo video from one of our member cities. The City of Sanford created this video to provide a taste of what participation in a Citizen's Academy can be like.



A Guide for Creating a Citizens' Academy

Compiled by the Florida League of Cities, Inc.

P.O. Box 1757, Tallahassee, FL 32302 • (850) 222-9684 • floridaleagueofcities.com

Citizens' academies are an excellent way to educate residents, build positive relationships and increase communication between city government officials and citizens, as well as inspire future municipal leaders.

Statistics show that 35 percent of Floridians are natives, while 65 percent moved here from somewhere else. This situation can greatly affect a Floridian's understanding of city government in the Sunshine State.

For most people, their civics lessons were given in middle and/or high school. Upon moving here, there aren't always opportunities for new residents, especially adults who are out of school, to quickly learn how their governments function and about the many services cities offer.

Through citizens' academies, Floridians can learn about their cities, how cities improve the quality of their daily lives and their cities' commitment to their citizens. This is an excellent public outreach program and a way to encourage future city leaders.

There are many successful citizens' academies held throughout Florida. Beginning on page 3, we've included a brief review of just a few Florida programs – Delray Beach, Gainesville, Lakeland, Lauderdale Lakes, Port Orange and Sanford.

While most of these programs are for adults, see page 5 for information about the City of Weston's program, which is for high school students.

Also, beginning on 6, view the Florida League of Cities "Planning Guide," which provides a variety of material that you can use as you develop your program. Thank you to Flagler Beach, Kissimmee, Live Oak, Port Orange, Punta Gorda and Sanford for providing resources.

We appreciate the assistance of each of these cities for providing information about their programs. We hope you find this material helpful in developing a Citizens' Academy in your city.

For information about civic education projects developed by the Florida League of Cities, visit flcities.com/resources/civic-education or call Sharon Berrian at (850) 222-9684.

Does your citizens' academy teach about Home Rule?

When learning about the various facets of their city government, it is important for residents to understand what Home Rule is and what it means to their city. If your city has a citizens' academy or is planning to start one, you are encouraged to incorporate local self-government, Home Rule, into the curriculum, especially during sessions that review governing the city and the role of the commission/council. Contact Sharon Berrian at the number below if you have questions or need resources.

PROGRAMS FOR ADULTS

CITY OF DELRAY BEACH RESIDENTS ACADEMY

Number and Frequency of Sessions: Six three-hour sessions. Sessions are held weekly. The program is held twice a year (spring and fall).

Cost to Participate: None

Maximum Class Size: 25. Registration is on a first-come basis.

The academy provides residents with the information, resources and tools to become knowledgeable community members and effective neighborhood leaders. At the end of the six-week semester, participants should have an increased understanding of the organizational structure and operations of the various city departments that impact the quality of life in the City of Delray Beach. Graduates of the Residents Academy will be prepared to take a positive role in the future of their neighborhoods and the city overall through government/citizen interaction. The academy is open to City of Delray Beach residents who are 18 years or older.

The schedule is: Session 1: At the Helm – City Manager, City Commission, City Attorney, City Clerk and Human Resources; Session 2: Who Ya Gonna Call – Fire Department; Session 3: Serving with Pride – Police Department; Session 4: Basic Necessities – Environmental Services, Public Works, Parks and Recreation, Risk Management and Finance/MIS/Utility Customer Service; Session 5: Building for Tomorrow – Community Improvement, Planning and Zoning, and Community Redevelopment Agency; Session 6: Graduation held during a City Commission meeting.

CITY OF GAINESVILLE'S CITIZENS' ACADEMY: GAINESVILLE 101

Number and Frequency of Sessions: Six three-hour sessions. Sessions are held weekly.

Cost to Participate: None

Maximum Class Size: 40. Registration is on a first-come basis.

At Gainesville 101, citizens go behind the scenes of city government to experience firsthand the diverse operation of the departments that provide roads, utility service, parks, emergency response services and a host of other services.

The six sessions include: Governing the City; Quality of Life; Building a Vibrant Community; Infrastructure and Communication; Budget and Energy; and Public Safety.

CITY OF LAKELAND CITIZENS' ACADEMY: GOVERNMENTOLOGY 101

Number and Frequency of Sessions: Six two-hour sessions. Sessions are held monthly.

Cost to Participate: None

Maximum Class Size: 30. Registration is on a first-come basis.

Lakeland's Citizens Academy is a public information program that gives citizens insight into city services and the functions of city departments. The program includes the function of city departments, explains the relationship between the City Commission and city administration, gives an overview of the budgetary process and provides an outlet for citizen input.

The schedule is: Governing the City, History and Finance; Lakeland Police Department; Lakeland Fire Department; Growth – Community Development and Public Works; Electric and Water Utilities; and Parks and Recreation – Graduation. The class will graduate with a certificate in "Governmentology" and a key to the city at the end of the last session.

CITY OF LAUDERDALE LAKES CITIZENS' ACADEMY

Number and Frequency of Sessions: Six one-and-a-half-hour sessions. Sessions are held weekly.

Cost to Participate: None

Maximum Class Size: 20. Registration is on a first-come basis.

The Lauderdale Lakes Citizens' Academy is for residents who want to increase their knowledge about local government operations and have a desire to become more involved in the shaping and development of their community. The course is designed to provide a firsthand look at how the city's many services and programs work to create a livable community.

The schedule is: Week 1 – City Government 101: City History and Organization; Week 2 – Dollars and Sense: Budget and Funding, and Other City Functions; Week 3 – Developing and Maintaining the Community: Community and Economic Development; Week 4 – We Build This City: Public Works, Engineering and Construction; Week 5 – Keeping Citizens Safe: BSO Police and Fire Rescue; and Week 6 – Something for Everyone: Parks, Leisure and Social Services.

CITY OF PORT ORANGE'S CITIZENS ACADEMY: PORT ORANGE UNIVERSITY

Number and Frequencies of Sessions: Nine two-hour sessions. Sessions are held weekly. This course is held once a year (starting in August).

Cost to Participate: None

Maximum Class Size: 30. Registration is on a first-come basis.

City of Port Orange's citizens' academy, "Port Orange University," is offered for citizens of Port Orange to gain a better understanding of the various services and functions provided by city departments. The goal is to make the citizens aware of everything that goes into providing services they receive in the city, and it's another way to further the relationships between citizens and the city.

The schedule is: Session 1: City Council/Local Government 101 (City Clerk, City Attorney, City Manager); Session 2: Parks & Recreation; Session 3-4: Public Utilities; Session 5: Public Works; Session 6: Fire & Rescue; Session 7: Community Development; Session 8: Finance/Customer Service and Session 9: Police.

CITY OF SANFORD CITIZENS ACADEMY

Number and Frequency of Sessions: 10 two-hour sessions. Sessions are held weekly. This course is held twice a year (in February and September). Cold refreshments and dinner are provided.

Cost to Participate: None

Maximum Class Size: 40

The 10-week City of Sanford Citizen Academy provides an opportunity for citizens to learn about city government through firsthand experience and gain exposure to the wide range of local government functions, services and activities. (This is a free public information program).

The schedule is: Session 1: Getting to Know Your City Government Mayor, City Manager, Deputy City Manager, City Clerk, HR/Risk Management, Communications; Session 2: Planning & Development Services/Land Regulations; Session 3: Fire Department; Session 4: Parks & Recreation Department; Session 5: Utilities; Session 6: Public Works; Session 7: Community Improvement, Community Development Block Grant Program and Neighborhood Stabilization Program; Session 8: Police Department; Session 9: Economic Development and Session 10: Finance/IT/Purchasing.

PROGRAM FOR HIGH SCHOOL STUDENTS

CITY OF WESTON: WESTON UNIVERSITY PROGRAM

Number and Frequency of Sessions: Begins in October and meets monthly for seven months.

Cost to Participate: None

Maximum Class Size: 18-22

The Weston University Program class commences each October during Florida City Government Week. Students spend one school day each month with city staff. Monthly program days include instruction, conversations, observations and hands-on activities, exposing students to the variety of city services that are provided to residents. The program provides a comprehensive look into state and local government and the intergovernmental and public/private partnerships that Weston has developed.

At the conclusion of the program, students are required to participate in a simulated city commission meeting and utilize the knowledge they have gained throughout the program year to present and/or defend their side of several agenda issues. Lastly, students are honored with a graduation ceremony at a City Commission meeting in May and receive awards and a memory book for their successful completion of the program.

The Weston University Program has been highly successful. Staff and students alike enjoy the interaction and examination of Weston's unique form of government. Who says government can't be fun? The Weston University Program proves you can combine learning and fun into one enjoyable program.

GOALS

- ▶ To create a unique educational and personal experience for high school students through open communication with government officials and departments.
- ▶ To expose students to the multiple layers of government and various career possibilities.
- ▶ To provide a civic education on government in Florida.
- ▶ To enable students to understand procedures for making their opinions and concerns known to local government.

OBJECTIVES

- ▶ Students will develop an appreciation for and an understanding of local government through instruction, conversations, observation of daily activities and hands-on experiences.
- ▶ Students will gain an understanding of Weston's governmental structure and the role of residents in the decision-making process.

- ▶ Students will learn problem-solving procedures used by city government, recognizing the positions taken by city officials and the reasons behind them.
- ▶ Students will effectively participate in a City Commission simulation.

PROGRAM DAYS

8:00 a.m. - 3:00 p.m.

Introduction of Class at City Commission Meeting

Class 1: Local and State Government

Class 2: Law Enforcement Services

Class 3: Community Services

Class 4: Fire and EMS Services and Fire Marshal

Class 5: Development Services: Planning & Zoning/Engineering

Class 6: More Local Government and Finance, Commission Simulation Preparation

Class 7: City Commission Simulation – Mandatory Attendance

Graduation Honors at City Commission Meeting

FLORIDA LEAGUE OF CITIES CITIZENS' ACADEMY PLANNING GUIDE

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I. GENERAL

1. Duration of program

Duration of the program is up to the city. Sometimes citizens academies hold one class per week in the evening for two to three hours. Others meet less frequently but have longer classes. If you are not sure what your residents want, take a poll.

See Appendix A: Port Orange's Citizen Survey

2. Program Requirements

Most citizens academies require participants to live in or own a business inside the city limit.

Once an application is submitted, the applicant's address should be verified to determine if it falls within the city limits. If the residency is confirmed, the citizen's name is added to a registration list in the order the form was received. If the applicant is not a city resident, a letter is sent notifying them that he or she is not eligible to participate in the program.

See Appendix B: Live Oak's Application Form

See Appendix C: Kissimmee's Non-resident Letter

3. Selection of Participants

In Kissimmee, the city's inaugural class was selected by the City Commission and administration. The participants were chosen because they were already involved in the community or were frequent visitors to City Hall.

Most often, selection of participants is first-come, first-served. If the participant does not respond or does not meet the program requirements, the next participant is selected.

4. Fees and Attendance

Generally, citizen academies are offered free of charge. For this reason, cities often implement an attendance requirement. You can require participants to sign in at the beginning of each session or take a head count. This system can help keep track of each participant's attendance record throughout the program.

II. MATERIALS

Many cities provide each student with a polo-style shirt embroidered with the municipal logo or the academy logo. This shirt is meant to be worn for each class session.

Class members should be given name tags and a welcome folder containing the schedule and itinerary for the program. Feel free to include a list of answers to the frequently asked questions, brochures or other helpful information.

Some municipalities provide dinner at each session.

For graduation, each participant is presented with a framed certificate.

III. BUDGET

See Appendix D: Kissimmee's and Flagler Beach's Budget

IV. SCHEDULE AND ITINERARY

A full itinerary should be provided to the participants in the welcome folders they receive upon signing in at the first session.

See Appendix E: Sanford's Curriculum

V. SESSION DETAILS

1. General

Each department provides the agenda for its individual session.

The sessions should focus on being as interactive and hands-on as possible. Usually, city employees make the presentations and/or demonstrate equipment. The residents enjoy seeing the pride that employees take in their daily tasks, their equipment and work areas. However, it is also impressive to the residents when commissioners and top administrators attend the sessions each week.

See Appendix F: Punta Gorda's Police Department Agenda

2. Meeting Locations and Transportation

The participants meet at the session locations unless otherwise specified. For sessions located at a greater distance, transportation may need to be provided.

3. Graduation

The graduation ceremony should take place. Each class member is encouraged to bring one guest, and each city department is invited to send one representative. The mayor and commissioners should also attend.

Encourage residents to apply for city advisory boards and volunteer committees. Applications should be distributed to graduates prior to their departure.

Call students up one by one to receive their graduation certificate signed by the city council or city manager.

See Appendix G: Port Orange's Completion Certificate

4. Evaluations

Evaluations should be given to the residents at the beginning of each class. This evaluation is an opportunity for them to rate their experiences and provide comments. Evaluations are turned in at the end of each class, offering the city feedback on everything from food, if applicable, to the level of interest in the presentations.

See Appendix H: Port Orange's Evaluation Form

VI. LOGISTICS

1. Catering

If dinner is provided, pre-plan logistics on cost, setup and locations.

2. Room Setup

Tables and chairs will need to be set up for each session. If dinner is provided, the staff is encouraged to sit with the participants to engage in conversation.

3. Decorations/Theme

It is not necessary to have a theme for the program. However, a theme does help the program to become more fun and allows for creativity from the departments.

If a theme is applied, try to carry it throughout all the elements of the program from decorations to activities and even the catering.

VII. MEDIA

1. Promotion

Promotion for the program can be done through local newspapers, radio stations, news stations or posters throughout town. The city should also advertise through the city's website and social media platforms.

See Appendix I: Flagler Beach's Flyer

2. Photos/Video

Include a waiver statement in the registration form.

Take photos during each session. Post on the city's website and social media platforms, and use them to promote the program.

If possible, take videos of the sessions to be featured on local news channels or to use for promotion.

Videos and pictures can also be given to graduates as a gift.

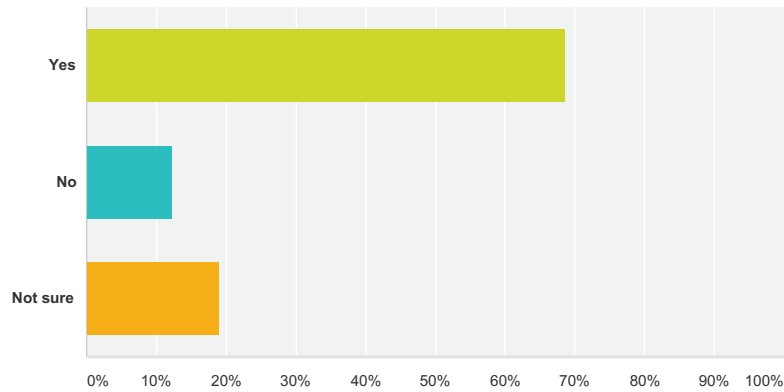
VIII. APPENDICES

APPENDIX A

"Port Orange University"

Q1 Would you be interested in attending these interactive sessions to learn about the various functions and services provided by the City?

Answered: 352 Skipped: 0

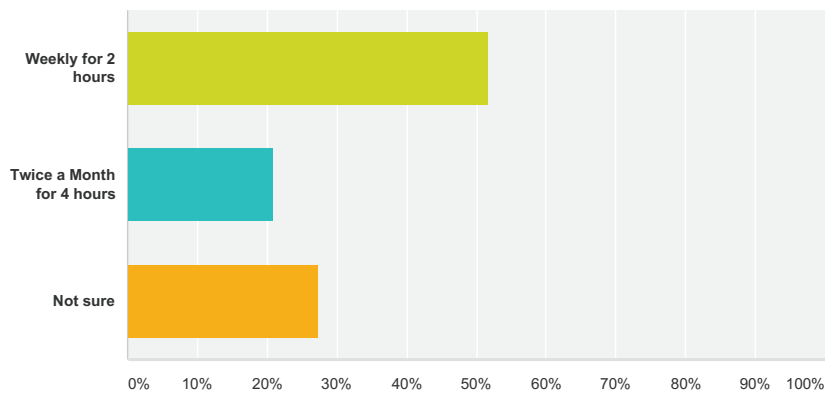


Answer Choices	Responses	Count
Yes	68.75%	242
No	12.22%	43
Not sure	19.03%	67
Total		352

"Port Orange University"

Q2 If answered yes above, how often would you like these classes to be offered?

Answered: 286 Skipped: 66



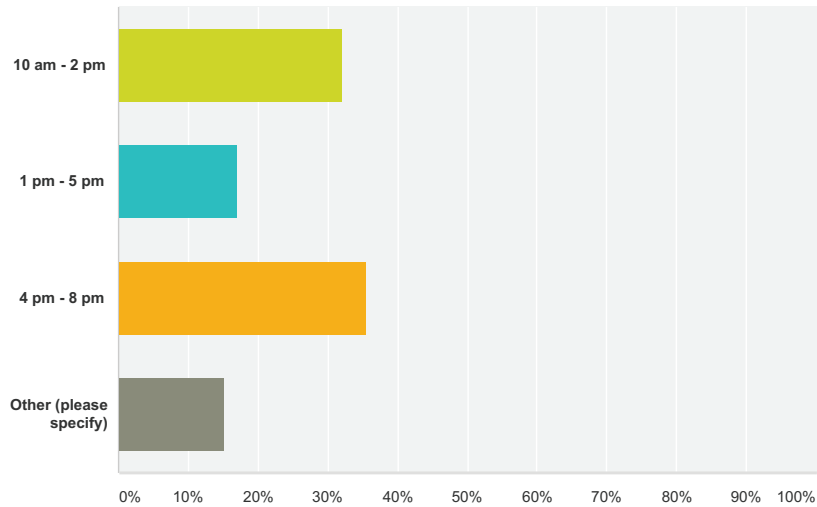
Answer Choices	Responses	Count
Weekly for 2 hours	51.75%	148
Twice a Month for 4 hours	20.98%	60
Not sure	27.27%	78
Total		286

APPENDIX A CONTINUED

"Port Orange University"

Q3 What timeframe is best for these classes to be offered?

Answered: 308 Skipped: 44



Answer Choices	Responses	Count
10 am - 2 pm	32.14%	99
1 pm - 5 pm	17.21%	53
4 pm - 8 pm	35.39%	109
Other (please specify)	15.26%	47
Total		308

APPENDIX B

LIVE OAK POLICE DEPARTMENT



CITIZENS POLICE ACADEMY

INFORMATION PACKET
AND
APPLICATION

APPENDIX B CONTINUED

LIVE OAK CITIZENS POLICE ACADEMY

What is it?

The Citizens Police Academy is a ten session program designed to provide a working knowledge and background of the Live Oak Police Department and the Criminal Justice System. This program has been developed to foster a closer relationship between our agency and the community. It provides an avenue for community involvement and firsthand experience of policing.

Purpose

The Citizens Police Academy is intended to enhance a harmonious working relationship between community members and law enforcement while opening a mutually supportive avenue for communication.

It is an opportunity for citizens to learn more about their local law enforcement, ask questions, and gain a more thorough understanding of the inner workings of the Live Oak Police Department. The Academy is also a means for participants and police personnel to share information and ideas about the police profession. The Academy also provides for improved community/police relationships, enhanced cooperation, and reduced stereotyping.

Academy Topic and Courses

Some of the topics and activities attendees will participate in include:

- Welcome to Live Oak Citizens Police Academy by Chief of Police
- Legal Update
- City Government Overview
- State & Federal Law Enforcement Agency Presentations
- K-9 Demonstrations
- Shooting Range
- Interactive Demonstrations and Exercises
- Citizens Police Academy Graduation
- And Much, Much More

SEE CURRICULUM FOR DETAILS

APPENDIX B CONTINUED

Application recv'd & fee paid.

Date: _____

**APPLICATION
LIVE OAK CITIZENS POLICE ACADEMY**

Applications & \$20.00 registration fee must be received at least one week prior to the start of Academy. PAGE # 9 MUST BE NOTARIZED

PERSONAL INFORMATION (PLEASE PRINT)

Name: _____ Date of Birth _____
(Last) (First) (Middle)

Home Address: _____
(No P.O. Boxes) (Number) (Street) (City) (Zip)

Email Address: _____ Home Phone: _____

Drivers License #: _____ State: _____
OR Social Security Number _____

Are you a Concealed Handgun Licensee? Yes _____ What State: _____ No _____

How did you learn of the citizens Police Academy? _____

Why are you interested in attending the Citizens Police Academy? _____

Will you commit to attend all 9 class sessions? Yes _____ No _____

EMPLOYMENT INFORMATION

Occupation: _____ Length of Employment: _____

Company Name: _____ Email: _____

Employers Address: _____
(Number) (Street) (City) (Zip)

Work Phone: _____ Supervisor's Name: _____

EDUCATION:

Are you a high school graduate? Yes _____ No _____

Name and city/state of high school: _____

Circle last grade completed: 10 11 12

APPENDIX B CONTINUED

Are you a college graduate? Yes _____ No _____

Name and city/state of college: _____

Circle degrees received: AA BS/BA MS/MA Ph.D M.D.

SIGNATURE: _____ DATE _____

Page 5 of 9

**APPLICATION
LIVE OAK CITIZENS POLICE ACADEMY**

Briefly explain why you wish to be enrolled in the Live Oak Citizens Police Academy:

COMMUNITY ACTIVITIES

List all community organizations in which you have been or are currently involved. Include leadership positions: _____

LAW ENFORCEMENT CONTACT

Have you ever been arrested: Yes _____ No _____

If yes, give details, including offense, date of arrest, and disposition of your case(s).

REFERENCES

List two personal references other than family members:

Name: _____

Address: _____

Phone: _____ Cell phone: _____

Name: _____

Address: _____

Phone: _____ Cell phone: _____

SIGNATURE: _____ DATE: _____

APPENDIX C

Dear Sir or Madam:

Thank you for your interest in the City of Kissimmee School of Government. However, in order to be eligible for the program, you must be a resident of the City of Kissimmee.

The address you provided for pre-registration into the program has been carefully reviewed. Regretfully, your address does not fall within the city limits, which means you do not currently receive services from the City of Kissimmee.

While your address does not fall within the City of Kissimmee, you are considered as a county resident. Osceola County offers a similar Citizen's Academy program, which you would be eligible to register for. For more information, please call the Osceola County Public Information Office at (407) 742-0100.

Again, thank you for your interest in the City of Kissimmee School of Government.

Sincerely,

APPENDIX D

Kissimmee School of Government Budget

Item Description	Estimated Cost
Department give-away items	\$5,000.00
2 – Mini Busses (Fire Department)	\$900.00
2 – Mini Busses (KUA)	\$900.00
2 – Mini Busses (Toho)	\$900.00
Catering for 9 sessions (\$500 each)	\$4,500.00
Catering for City Hall Session	\$750.00
Catering for Graduation	\$750.00
Certificate Plaques	\$400.00
Shirts	\$500.00
Miscellaneous (folders, name badges, etc.)	\$200.00
TOTAL	\$15,700.00

Flagler Beach Citizens Academy

Item Description	Estimated Cost
Transportation	\$850.00
Materials (thumb drives, certificates, folders, etc.)	\$350.00
Graduation Party	\$200.00
TOTAL	\$1,400.00

APPENDIX E



CITY OF
SANFORD
FLORIDA

Citizens Academy

Curriculum

Class #12

Wednesday, September 5 - Wednesday, November 7, 2018

6:00 pm – 8:00 pm (class location varies and may be subject to change)

**September 5 – Getting To know Your City Government @
City of Sanford, City Hall, Main Lobby, 300 N. Park Ave.**

- Introductions
- Meet the Mayor
- City Manager/Overview of Government Organization
- Deputy City Manager
- Clerk's office/Agendas and Public Records
- Role of Human Resources/Risk Management
- Tour City Hall

**September 12 – Planning & Development Services @ Historic
Sanford Welcome Center, 230 E. 1st St. Downtown Sanford**

- Land Use Planning/Zoning Regulations
- Historic Preservation
- Legal aspects of land use decision making - City
Attorney

APPENDIX E CONTINUED

**September 19 – Fire Department @ Public Safety Complex,
(Emergency Operations Center 2nd Floor) 815 Historic
Goldsboro Blvd., Sanford**

- Fire Operations and EMS Services
- Emergency Preparedness
- Fire Prevention

**September 26 – Parks & Recreation Department @ Historic
Sanford Memorial Stadium, 1201 S. Mellonville Ave. Sanford**

- Events/Recreation Programs: Youth, Adults, Seniors
- Recreation Facilities
- Parks and Grounds Division

**October 3 - Utilities @ City Hall, 300 N. Park Ave. Utility
Training Room 1st Floor, Sanford/Bus Tour**

- Overview of the Utility Department
- Regulations/Rules Governing the Utility Operation
- Customer Service/Obtaining Service
- Water Production, Treatment and Transmission
- Wastewater Collection, Treatment and Reuse
- Equipment demonstration (outside City Hall)

**October 10 – Public Works @ Public Works Complex, 800
Fulton St., Sanford**

- Street Maintenance
- Fleet Maintenance
- Building Maintenance
- Stormwater Division

APPENDIX E CONTINUED

October 17 – Community Improvement, Community Development Block Grant Program (CDBG), NSP (Neighborhood Stabilization Program) Building Department @ Harvest Time International, 225 N. Kennel Rd. Sanford

- CDBG/NSP Program
- Community Improvement
- Building Department

October 24 – Police Department @ Public Safety Complex, 815 Historic Goldsboro Blvd., Sanford (Community Room 1st Floor)

- Police Programs and Operations

October 31- Economic Development Bus Tour

- Bus Tour/ Economic Development overview

November 7 – Finance @ City Hall, Utility Training Room, 1st Floor, 300 N. Park Ave., Sanford

- Overview of the City's Operating Budget/Budget Process
- Financial Services
- City's Comprehensive Annual Financial Report (CAFR)
- Grant Management
- Accounts Payables/Receivables
- Purchasing
- Information Technology (IT)

Graduation Ceremony - Monday, November 12, 2018 @ City Commission Meeting 7pm, City Hall, 300 N. Park Ave., Sanford

APPENDIX F



CITY OF PUNTA GORDA

POLICE

A Florida Accredited **EXCELSIOR AGENCY**

1410 Tamiami Trail
 Punta Gorda, FL 33950
 941-639-4111
www.puntagordapolice.com

City of Punta Gorda Citizen Academy March 20, 2018

5:00 p.m. – 5:30 p.m. Introduction – Public Safety Training Room

Police Chief Pamela Davis will provide an introduction to participants and introduce agency staff members who are present. Chief Davis will provide a department overview via PowerPoint presentation.

5:30 p.m. – 6:10 p.m. Police Department Tours

Participants will be divided up into three or four groups. They will be taken on a guided tour of the facility by an agency staff member. Tour areas include Communications, Records, Criminal Investigations, Patrol Operations and the Armory. Participants will spend about 7 minutes in each area.

6:10 p.m. – 6:50 p.m. Canine Demonstration – East Parking Lot of Public Safety Complex

Participants will be introduced to our police canines Skye and Chase. An overview will be presented on these narcotic detector dogs and how they are used. A vehicle sniff demonstration for narcotics will be performed.

6:50 p.m. – 7:30 p.m. Static Display – North Parking Lot of Public Safety Complex

Representatives from our Marine Patrol, Uniform Patrol and Bicycle Unit will be on hand to show participants their vehicle and equipment. Participants will have an opportunity to talk one on one with the members.

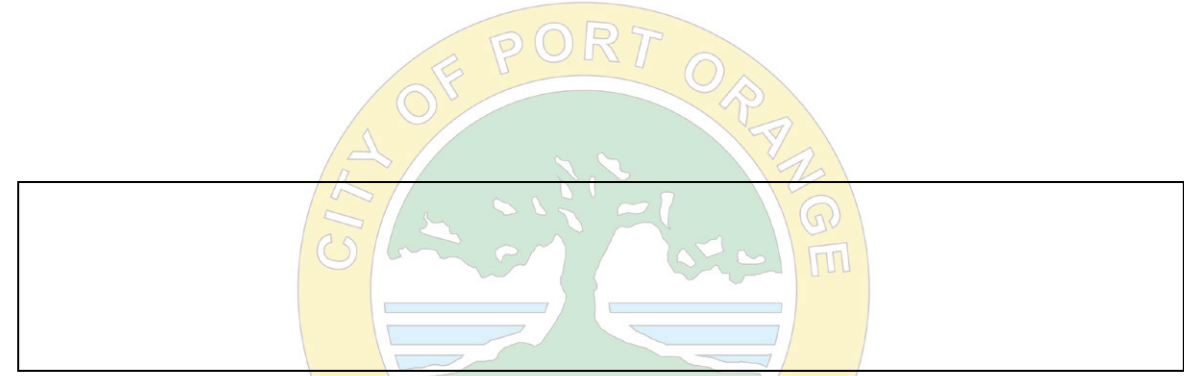
7:30 p.m. – 7:40 p.m. Bike Team Demonstration – West Parking Lot of Public Safety Complex

Bike Team members receive advanced training in bicycle operations. Representatives from our Bike Team Unit will provide a short demonstration on some of the usages of the police bicycle.

7:40 p.m. – 8:00 p.m. Questions and Answers – Public Safety Training Room

Certificate of Completion

Presented to:



In Appreciation For Your Participation In
Port Orange University 2017

Signature: _____ Dated: _____

Mayor Donald O. Burnette

APPENDIX H

Port Orange University 2017 Evaluation

Thank you for taking the time to give us your honest feedback. Your input will assist us when planning for future citizen academies.



1). How did you hear about Port Orange University?

2). What was your purpose to attend Port Orange University?

3). Did Port Orange University meet your expectations?

Did not meet expectations

Met expectations

Exceeded expectations

4). Do you feel you now have a better understanding how the City operates and the services it provides?

Yes

No

APPENDIX H CONTINUED

5). Do you have a better idea how to get involved with our City government if you desire to get more involved?

___ Yes

___ No

6). What were the strong points of Port Orange University?

7). What were the weak points of Port Orange University?

8). What additional information would you have liked to receive or have covered more thoroughly?

9). What was the highlight of Port Orange University?

APPENDIX H CONTINUED

10). In considering the number of sessions that Port Orange University met, would you say that 9 sessions was:

- Too many
 Too few
 Just right

11). In considering the starting time of 6:00 pm, would you say the starting time was:

- Too early
 Too late
 Just right

12). What suggestions would you make for improvement?

13) Please rate the following items listed below:

Poor Satisfactory Good Excellent

Organization

Presentation Content

Presenter(s)

Meeting Facilities

APPENDIX H CONTINUED

14). Would you recommend Port Orange University be held again?

Yes

No

15). In considering the size of the class, do you think that the number of participants in Port Orange University (approximately 30):

Could increase to _____

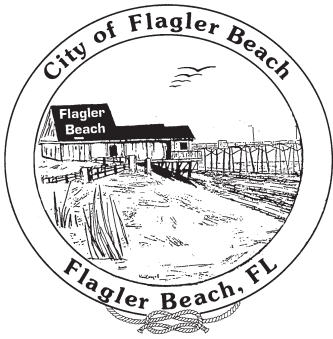
Was too large

Was just right

COMMENTS:

Thank you for your input — it is greatly appreciated!

APPENDIX I



Coming Soon!

FLAGLER BEACH CITIZENS ACADEMY

Eight consecutive Wednesdays beginning on March 7, 2018, running through April 25, 2018, from 2:00—5:00 PM.

Learn all there is to know about the history of your city, how your government works and is financed, and the responsibilities of staff and elected officials. Tour your city's recreational, first responder, library, and public works facilities. Discover plans for the city's future and opportunities for resident involvement.

These sessions are open to anyone residing within the City of Flagler Beach. There will be a limit of 20 participants. Registration applications are available at City Hall, Police Department, Fire Department and on our City's website (www.cityofflaglerbeach.com). All applications must be received by February 23, 2018.

Jane Mealy, Commissioner
 City of Flagler Beach
 PO Box 70
 Flagler Beach, FL 32136

You will then receive a detailed schedule of the sessions and where each will be held.

If you have any questions, contact Jane Mealy at:

439-4811

jmealy@cityofflaglerbeach.com



Florida League of Cities Center for Municipal Research & Innovation

Quick Survey – Citizens’ Academies

The Center for Municipal Research & Innovation conducted a survey of the 412 municipalities in Florida regarding citizens’ academies and how they are structured. The survey was conducted electronically from June 5 - June 22, 2018, with a response rate of 48% or 196 cities.

Key Take-Aways

Of municipalities who responded:

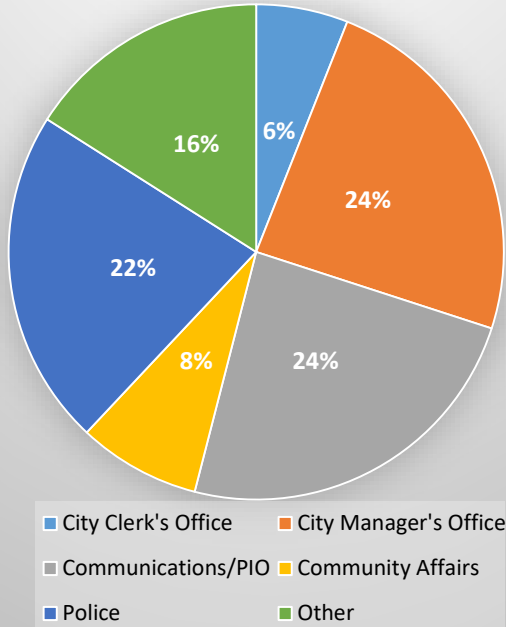
- **25% of the cities that responded hold a citizens’ academy.**
 - Most citizens’ academies are coordinated/facilitated by the city manager’s office (24%) or the communications/public information office (24%)
- **More than ¾ of cities that hold citizens’ academies teach topics in the areas of law enforcement (80%) and general municipal operations (80%).**
- **The most common academy duration is 5 – 8 weeks (43%) with cities holding one session per week for several hours.**
 - Nearly ⅓ of cities (31%) have academies that last from 9 – 12 weeks.
- **The target audience for the vast majority of municipal citizens’ academies is individual residents (96%).**
 - Other target audiences include the business community (59%) and citizens’ groups/associations (49%).
 - 94% of cities holding citizens’ academies have an application process.

Page 2 of this report contains additional graphs of the data collected. Contact Research Analyst Liane Schrader at lschrader@flcities.com for the survey questions or additional information.

The FLC Center for Municipal Research & Innovation is the primary source of local government research and resources at the Florida League of Cities. The Center serves as a link between Florida’s public policy researchers and municipal governments, bridging the gap between academics and public policy makers and administrators. More information on the Center can be found at [www.floridaleagueofcities.com/Research Material.aspx](http://www.floridaleagueofcities.com/Research%20Material.aspx).

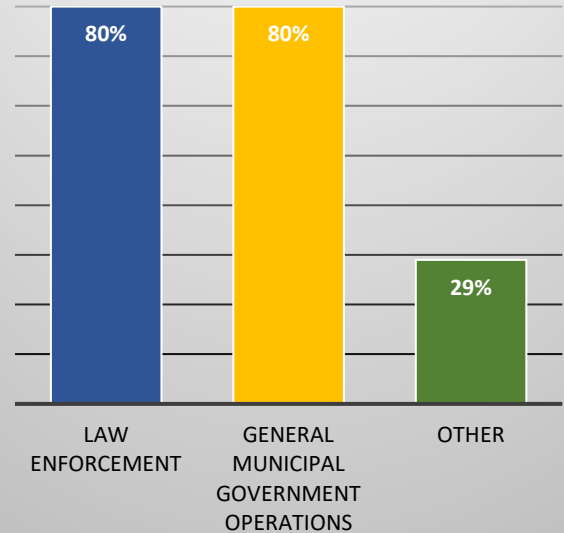
**Surveys are completed by members of each individual municipality and the FLC staff does not verify or cross-reference responses with other sources.*

Which department coordinates/facilitates your citizens' academy?



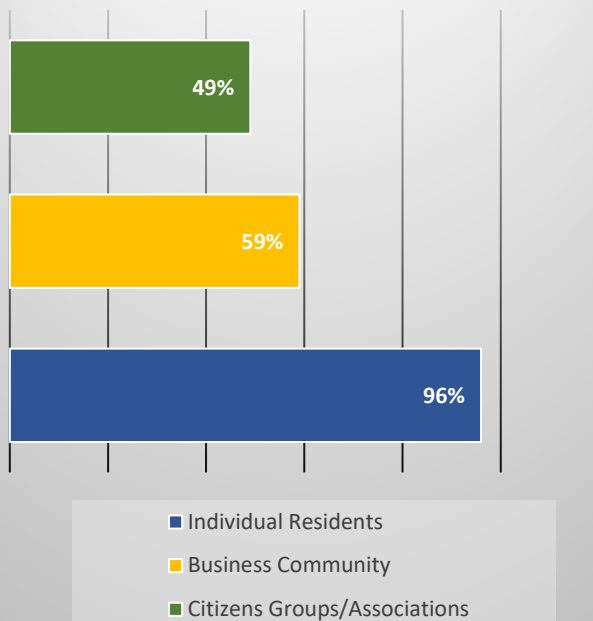
What topics does your city cover in your citizens' academy?

**cities could select more than one option*

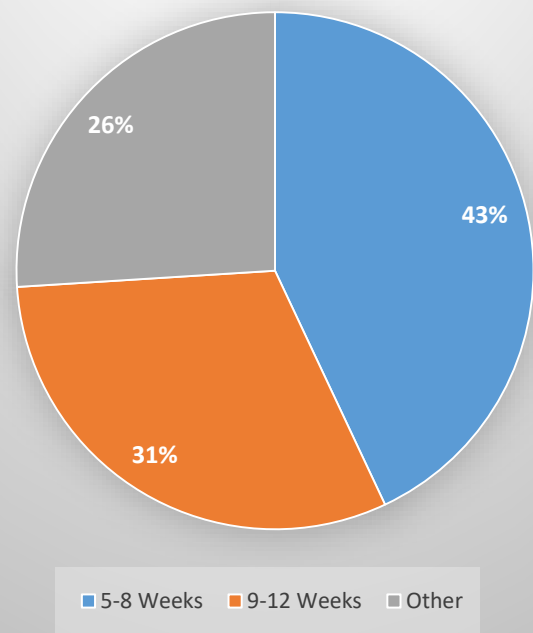


What is the target audience of your citizens' academy?

**cities could select more than one option*



What is the duration of your citizens' academy?



Websites and listings of Florida Citizens Academies and Additional Resources

FLC

<https://flcities.com/citizens'-academy>

FLC Handbook

<https://flcities.com/citizens'-academy>

https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU1701B

Brevard and Closeby by

Cocoa Beach

<https://www.cityofcocoabeach.com/777/Citizens-Academy>

Sebastian

<https://www.cityofsebastian.org/198/Citizens-Academy>

West Melbourne

<https://www.westmelbourne.org/622/Leadership-Academy>

Other Cities, Towns and Villages throughout Florida

Cape Coral

https://www.capecoral.gov/government/city_government/city_manager/citizen_s_academy.php

<https://www.facebook.com/CityofCapeCoral/videos/2022-cape-coral-citizens-academy/1040523739990919/>

Clearwater

<https://www.myclearwater.com/My-Neighborhood-and-Community-Programs/Get-Involved-in-City-Government/Clearwater-Citizens-Academy-Program>

Clermont

<https://www.clermontfl.gov/367/Clermont-Citizens-Academy>

Daytona Beach

<https://www.codb.us/93/Citizens-Academy>

Delray beach - **VIRTUAL CITIZENS ACADEMY

<https://www.delraybeachfl.gov/government/city-manager/virtual-citizen-s-academy>

Dunedin

<https://www.dunedingov.com/Your-Government/Learn-and-Engage/Citizens-Academy>

Haines City -

<https://hainescity.com/492/Citizens-Academy>

Lakeland

https://www.midfloridanewspapers.com/polk_news_sun/community/lakeland-citizens-academy-taking-applicants/article_e3bc3b34-aa55-11ee-9033-7b5f6d7a820c.html

Largo

https://largo.com/connect/city_manager_s_office/city_clerk_records_custodian/citizens_academy/index.php

Leesburg

https://www.leesburgflorida.gov/my_city/departments/police/citizens_police_academy.php

Longboat Key, town of

<https://www.youobserver.com/news/2023/dec/09/citizens-academy-teaches-longboat-government/>

Miami Shores

<https://www.msvfl.gov/CitizensAcademyPage>

Ocala

<https://www.ocalafl.gov/government/city-departments-i-z/strategic-engagement/citizens-academy>

Ormond Beach

<https://www.ormondbeach.org/1048/Citizens-Academy>

Pinellas Park

<https://www.pinellas-park.com/1907/Citizens-Academy>

Punta Gorda city of

<https://www.ci.punta-gorda.fl.us/i-want-to-/register-for/citizens-academy>

Sanford

<https://jacksoncountyfl.gov/projects/jackson-county-citizens-academy/>

Sarasota

<https://www.sarasotafl.gov/Home/Components/News/News/1701/16>

St. Cloud

<https://www.stcloudfl.gov/2156/Citizens-Academy>
<https://sanfordfl.gov/citizen-engagement/>

Venice

https://www.capecoral.gov/government/city_government/city_manager/citizen_s_academy.php

The Villages Mini-Academy

<https://www.villages-news.com/2024/06/11/mini-academy-will-give-residents-behind-the-scenes-look-at-sheriffs-office/>
https://www.thevillagesdailysun.com/news/in_todays_daily_sun/scso-kicks-off-2024-citizens-academy-session/article_562ad0ac-b368-11ee-b906-874fd70e89f0.html

City Citizens Police Academy

St. Pete

<https://police.stpete.org/citizenPoliceAcademy/index.html#gsc.tab=0>
 Winter Springs

<https://www.winterspringsfl.org/police/page/citizens-police-academy>

County and Sherriff's

Brevard County Sherriff

<https://www.ci.punta-gorda.fl.us/i-want-to-/register-for/citizens-academy>

Citrus County

https://www.citrusbocc.com/departments/community_services/citizens__academy/index.php

Collier County Sherriff

<https://www.colliersheriff.org/how-do-i/attend-the-citizens-academy>

Jackson County, Fla

<https://jacksoncountyfl.gov/projects/jackson-county-citizens-academy/>
 Youth programs too - Outreach - https://dothaneagle.com/news/local/jackson-county-offers-citizens-academy/article_94cedb82-7fa8-11ec-808a-235518903fbb.html

Pasco County

https://www.pascocountyfl.net/government/citizens_academy.php

Sumter County

<https://sumtercountyfl.gov/citizensacademy>

MANY MORE....

Town Commission Meeting

Section: New Business

Meeting Date: June 19,2024

From: Chief Tim Zander

RE: Changing the Rank of a Lieutenant to Deputy Chief within the Police Department.

Background Information:

Making the transition from a Lieutenant Position to a Deputy Chief position aligns our agency with standard practices observed by other law enforcement agencies across the state and within the county. This adjustment not only streamlines our organizational structure but also enhances our ability to collaborate and coordinate effectively with other agencies during joint operations and initiatives. Moreover, it elevates the perception of our agency within the community by signaling a commitment to professionalism and adherence to industry standards. The title of Deputy Chief carries a higher level of authority and responsibility, which not only reflects positively on our agency internally but also commands greater respect and confidence from the public we serve. By embracing this change, we demonstrate our dedication to excellence in law enforcement and reinforce our position as a leader among our peers. This will not change the job description or compensation of the position, solely just changing the title of this position. However, this will require an Associate's degree or at least 60 credits from an accredited college or achieve this within one year of obtaining the position.

Recommendation: It is my recommendation that we change the title/rank of the second in command at our police department from Lieutenant to Deputy Police Chief.

Attachments: Deputy Chief Job Description



Town of Melbourne Beach

POSITION: **DEPUTY CHIEF OF POLICE**

JOB SUMMARY: This position is responsible for the supervision of major functions of Police Operations. The Deputy Chief is responsible for directing and supervising subordinates and activities in accordance with state laws, federal laws, town policies and procedures, departmental rules and regulations, and current principles of police practices and management techniques. The Deputy Chief communicates with the Chief of Police, subordinates and citizens on matters of public concern and interest. The Deputy Chief supervises and evaluates both subordinates and supervisors to ensure efficient performance by all agency employees. The Deputy Chief implements and/or reviews new policies and procedures and plays an active role in day-to-day decisions affecting the agency as a whole. It is the responsibility of the Deputy Chief to maintain and take necessary steps to improve upon the minimum level of proficiency in job-related skills, knowledge and abilities. The duties and tasks in this form are not intended to be all-inclusive and the employer reserves the right to assign additional duties and responsibilities as necessary.

ESSENTIAL JOB FUNCTIONS:

(Essential functions, as defined under the Americans with Disabilities Act, include the following tasks: knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this position.)

- The position of Deputy Chief makes decisions on important departmental matters, taking into consideration all available information including departmental regulations and federal, state and local laws.
- Communicate with superiors and subordinates in oral and written form.
- Keep operational records and make reports.
- Maintain positive public relations with other agencies and private citizens,
- Meet with citizens to discuss law enforcement related topics
- Disseminate administrative policy to subordinates and ensure that they meet departmental goals and objectives.
- Identify personnel training needs and ensure that adequate training is given to meet those needs.
- Scheduling
- Attending and conducting meetings.
- Provide direction to subordinates on department mission and goals.
- Review incoming and outgoing communications
- Review and analyze work product and job performance of subordinates.
- Counsel subordinates, solicit input from subordinates.
- Evaluate subordinates.
- Assume field command if major situations occur.

- Perform non-supervisory duties related to the department.
- Monitor and direct agency supervisors as assigned (investigators, corporals, and/or sergeants).
- Assist in development of departmental budget.
- Provide constant communication to Chief of Police on department and community issues and activities,
- Perform duties as outlined in the Sergeant's job description as necessary.
- Prepare clear and concise records.
- Analyze and interpret data and apply results.
- Analyze complex problems/situations and make timely, effective decisions with regard for possible hazards and public safety issues.
- Write department policies and procedures.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough working knowledge of police administration, supervision, and management practices.
- Knowledge of all agency positions, policies and procedures.
- Working knowledge of state and federal laws, city ordinances, workers compensation laws, EEOC guidelines.
- Knowledge of current methods of law enforcement practices including apprehension of criminals, investigations, arrest, and evidence procedures.
- Knowledge of budgeting procedures and manpower planning and scheduling.
- Knowledge of resources and responsibilities of other law enforcement agencies and of the criminal justice system.
- Ability to earn respect of officers and other department employees and to assign, direct, and supervise their positions impartially and without bias.

SUPERVISORY CONTROLS: The Deputy Chief reports directly to the Chief of Police.

GUIDELINES: Guidelines include federal and state laws, criminal and traffic laws, town ordinances, and departmental policies and procedures. These guidelines require judgment, selection and interpretation in application.

COMPLEXITY: The work consists of varied administrative, supervisory and technical tasks. The variety of job duties and emergency situations contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to protect life and property and to manage the daily operations of the department. Successful performance helps assure effective law enforcement practices, contributes to the safety of the general public and protection of property, and promotes the efficient functioning all operations.

PERSONAL CONTACTS: Contacts are typically with co-workers, the general public, members of the court system, attorneys, judges, medical personnel, and law enforcement officers from other agencies.

PHYSICAL DEMANDS: The work is typically performed with the employee sitting, standing, walking, running, bending, crouching, or stooping. The employee must occasionally lift light or heavy objects, use equipment requiring a high degree of dexterity, be able to distinguish between shades of color, and use the physical force necessary to arrest and restrain persons.

WORK ENVIRONMENT: The work is performed indoors, in a vehicle, and outdoors. The employee is exposed to inclement weather, infectious diseases, and life-threatening situations. The work may require the use of masks, gloves, bulletproof vests, and other protective equipment.

SUPERVISORY AND MANAGEMENT RESPONSIBILITIES: The position has direct supervision over Sergeants, Patrol Officers, and School Crossing Guard.

MINIMUM QUALIFICATIONS:

- Associates Degree or at least 60 credit hours from an accredited college or university, Criminal Justice or related field preferred, or obtain the above qualifications within a year of date of appointed position.
- Experience of ten years in law enforcement, of which three years have been in a supervisory or administrative capacity.
- Completion of all State of Florida minimum standards.
- Possession of a valid driver's license issued by the State of Florida.

Equal Opportunity Employer and a Drug Free Workplace

Town Commission Meeting

Section: New Business
Meeting Date: June 19, 2024
From: Town Manager, Elizabeth Mascaro
Re: Statewide Mutual Aid Agreement 2023

Background Information:

The Division of Emergency Management has provided an updated Mutual Aid Agreement that will replace all previous Aid Agreements. This Agreement will allow the State to assist the Town during a disaster when we are unable to respond and/or assist the Town in recovery efforts during and after a disaster.

The Town has Mutual Aid agreement with the State for disaster services going back to 1994.

Recommendation:

Approve the execution of the Statewide Mutual Aid Agreement 2023 with the Florida Division of Emergency Management.

Attachments:

2023 Mutual Aid Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, Governor

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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

Town Commission Meeting

Section: New Business
Meeting Date: June 19, 2024
From: Town Manager, Elizabeth Mascaro
Re: Contract Renewal James Moore

Background Information:

The contract with the accounting firm of James Moore is up for renewal. The contract allows for a three (3) year renewal for the audit years 2024, 2025 and 2026. The firm continues to provide guidance to the Finance Department on questions regarding new accounting standards (GASB) and requirements related to state and federal guidelines. The firm was instrumental in providing a streamlined process for the management and distribution of the American Rescue Funds monies taking the complex and ever changing reporting requirement off the Towns hands.

The firm is familiar with our Funds, our software reporting capabilities and the unique challenges a small staff presents for separation of duties.

The annual auditing fees would be \$32,000-2024, \$33,500-2025, and \$35,000-2026

Recommendation:

.Approve the 3-year renewal of the contract for James Moore.

Attachments:

James Moore Contract



May 8, 2024

To the Honorable Mayor and Town Commissioners,
Town of Melbourne Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida (the Town) as of September 30, 2024, 2025, and 2026, and for the years then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the Town's compliance over major federal award programs and major state projects for the years ended September 30, 2024, 2025, and 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Town complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Pension and OPEB schedules (as applicable)

Town of Melbourne Beach, Florida
May 8, 2024
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Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules (if applicable)
2. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Town of Melbourne Beach, Florida
May 8, 2024
Page 3

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Town of Melbourne Beach, Florida
May 8, 2024
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Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the Town's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood

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that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the Town is managing federal awards and state

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- projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the Town complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
 9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
 10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 11. For taking prompt action when instances of noncompliance are identified;
 12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
 13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 14. For submitting the reporting package and data collection form to the appropriate parties;
 15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
 16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Town and others from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
 24. For identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants.
 25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action

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plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the Town's compliance for the fiscal years ended September 30, 2024, 2025, and 2026, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the Town complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the Town complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the Town's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the Town complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the Town's compliance with the Statutes;

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4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the Town's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities. The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Jennifer Kerr, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Town with regard to different matters, but the Town must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

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During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>
2024	\$32,000
2025	\$33,500
2026	\$35,000

Should the Town be subject to a Federal and/or State Single Audit, an additional fee of \$3,500 per major program tested shall apply to the restive year under audit.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Town's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees. The above fees assume a clean set of records (funds in balance, bank accounts reconciled and tied to general ledger, beginning equity balances agreed to prior year audit, interfund activity in balance, etc.); any additional cash-to-accrual assistance may be requested as a separate engagement for additional nonattest services.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2026, a new engagement can be entered into for an additional three-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

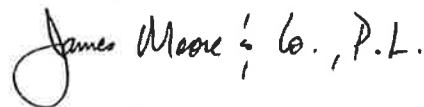
The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A, which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the Town of Melbourne Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Melbourne Beach, Florida.

By _____

Title _____

Date _____

Attachment A
James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to the Town of Melbourne Beach, Florida ("Client").

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert

a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance and (3) third party use of JMCO work product. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
12. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless a Statement of Work specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention.
13. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in

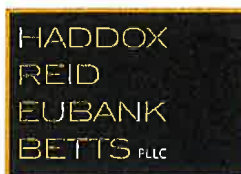
question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

14. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
15. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
16. **Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No confidential financial information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
17. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.

- 18. Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO’s maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
- 19. Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.
- 20. Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA’s panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the “Arbitration Panel”). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a

state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.

21. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months' salary of the employee to JMCO.
22. **Posting and Distribution of Information** – JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Except as prohibited by law and/or regulation, client agrees to indemnify JMCO, defend using counsel of JMCO's choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO's work product.
23. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
24. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
25. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC



Town Manager Report for June 2024

1. Attended the Florida City County Managers Association seminars in Orlando. The presentation on AI was very beneficial as the wave of the future (which is here). I have meetings set up with several of the vendors from the conference who provide services that may be beneficial to the town. The Finance Manager, Town Clerk, Building Official and Police Chief also attend their respective annual conferences during May and June.
2. Attended the Kennedy Space Center Community Update. The seminar presented all of the space partners and their 10 years plans, focusing on the mission to Mars among other projects like the cultivation of food in space.
3. Chief Zander, Chief Brown, Finance Manager Kerr and Town Clerk Brown attended the Annual Mayor's Breakfast in support of Mayor Dennington, who did an excellent job representing Melbourne Beach. The Mayor was pretty funny and self-deprecating. I was unable to attend due an unforeseen scheduling conflict.
4. Former Melbourne Beach Police Officer Jim O'Byrne has returned to MBPD. We are thrilled to have him back with us. Edgar Manzano was sworn as the newest member of the MB Police Department.
5. Attended a TRIM seminar on the newest software system available through the Florida Division of Revenue. The final numbers for the current year taxable value for the Town will be posted on the TRIM website July 1, 2024. The budget for 2024-2025 will be presented during the first week of July 2024.
6. Pineapple Man had an amazing turn out this year with over 700 participants. Thank you to the Melbourne Beach Volunteer Fire Fighters for working the event along with the Melbourne Beach Police Officers.

May 2024 TASK LIST

ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Lifeguard coverage	3/15/2023	6/19/2024		Wyatt Hoover	
DATE	DIRECTION/NOTES				
5/15/2024	Next month				
4/17/2024	Town Manager – On hold for now. Bring it back next month as an agenda item.				
9/21/2023	Fire Chief – Presented the different options and costs. Continue with BCOR for the next fiscal year then reassess.				
7/12/2023	Create a staffing plan, budget, equipment list, and all other details to bring a lifeguard program in-house. What would Ocean Park parking fees need to increase to in order to cover the cost.				
6/28/2023	Town Manager – Met with County Manager, waiting on the County Commission. Corey Runte – Asked to look into the cost of having our own lifeguard program.				
5/17/2023	Town Manager – Fire Chief Gavin Brown is the liaison for this. Right now the Brevard County Commission is looking into it				
3/15/2023	Added to Action Items – Fact finding related to funding from other municipalities, open a dialogue with Indialantic, reach out to US Lifesaving Association and Florida Beach Patrol to see what other heavy-traffic beaches are doing, make sure flag signs are up to date, options and costs to get a lifeguard at our beach year round.				
ITEM	OPENED	DUE DATE	CLOSED	REQUESTOR	ASSIGNED TO
Sixth Ave boat ramp improvements	8/17/2022	6/19/2024		Commissioner Runte	Town Manager/ PW Director
DATE	DIRECTION/NOTES				
3/20/2024	Corey Runte- Pushed for 3 months				
8/16/2023	At the workshop next week.				

May 2024 TASK LIST

7/19/2023	Mayor – Neighboring property put in a taller dock that is getting destroyed, so if the Town put in a small dock it would not last long
6/28/2023	Look into grant opportunities
3/15/2023	Put on the Town Commission Workshop
2/15/2023	Tom Davis- met with Bowman Engineering at Sixth Ave boat ramp to get them to draw something up
1/18/2023	Tom Davis – installed the geogrid and painted the wall, considering installing a kayak rack Commissioner Corey Runte – come up with future vision plans and get concept drawings/proposals to beautify it and address parking
11/16/2022	Joyce Barton – Spoke about possible grant options Corey Runte – Research funding options Mayor Hoover – Start with fixing the seawall
9/21/2022	Discussed under new business agenda item D.
8/17/2022	Research what the exact issue is with parking that prevents the Town from getting grant money