



**TOWN OF MELBOURNE BEACH**  
**REGULAR TOWN COMMISSION MEETING**

**July 17, 2024**

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# Town of Melbourne Beach

## REGULAR TOWN COMMISSION MEETING July 17, 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, July 17, 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 June 19, 2024
  - B. Approval of the Town Commission Workshop summary minutes March 6, 2024
  - C. Approval of the Regular Town Commission Meeting summary minutes February 21, 2024
  - D. Approval of the site plan for 506 Third Ave – new home
6. **Proclamations/Presentations/Awards**
7. **Finance/Budget Report**
8. **Department and Board/Committee Reports**
  - A. Parks Board
  - B. Public Works Department
  - C. Building Department
  - D. Code Enforcement
  - E. Fire Department
  - F. Police Department
  - G. 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 2024-01 Sheds – Second 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.**
11. **Unfinished Business**
  - A. Consideration of replacing all of the curbing on Riverside Dr as part of the repaving project – Town Manager Elizabeth Mascaro
  - B. Discussion regarding failed Ordinance 2024-03 Camping Prohibited – Town Manager Elizabeth Mascaro

**12. New Business**

- A. Consideration to approve the Interlocal Agreement – Stormwater Utility Assessment Roll – Finance Manager Jennifer Kerr
- B. Resolution 2024-03 – Stormwater Utility Assessment Roll Certification  
**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH OF BREVARD COUNTY, FLORIDA, CERTIFYING THE ANNUAL STORMWATER UTILITY ASSESSMENT ROLL FOR THE TOWN OF MELBOURNE BEACH STORMWATER UTILITY BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.**
- C. Consideration to endorse the HELPER Act – Town Manager Elizabeth Mascaro
- D. Consideration to renew the South Beaches Coalition Interlocal Agreement
- E. Consideration on a speed camera system in the school zone and parking cameras in Town paid parking areas – Police Chief Tim Zander
- F. Consideration to approve a proposal regarding the stormwater project at the end of the street on Third Ave – Town Manager Elizabeth Mascaro
- G. Resolution 2024-04 Fee Schedule  
**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE TOWN FEE SCHEDULE; AMENDING TOWN RESOLUTION 2022-05 TOWN FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- H. Resolution 2024-05 FDLE Grant  
**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, AUTHORIZING PARTICIPATION IN FDLE’S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR PRISONER TRANSPORTATION; PROVIDING FOR AUTHORITY TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.**

**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 June 19, 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 6:00 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  
Commissioner Marivi Walker  
Commissioner Adam Meyer

#### Staff Members Present

Town Manager Elizabeth Mascaro  
Town Attorney Ryan Knight  
Police Chief Tim Zander  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
Public Works Director Tom Davis  
Finance Manager Jennifer Kerr  
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 – 1:22

Town Manager Elizabeth Mascaro removed Unfinished Business Item B – Consideration of replacing all of the curbing on Riverside Dr as part of the repaving project.

Mayor Alison Dennington removed New Business Item D – Consideration of creating a municipal citizens academy to place it on the August 7, 2024 Town Commission Workshop.

### 5. Consent Agenda – 6:35

- 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

**Commissioner Corey Runte made a motion to approve the Consent Agenda as presented; Commissioner Marivi Walker seconded; Motion carried 5-0.**

### 6. Proclamations/Presentations/Awards

- A. Presentation by the Parks Board on Veterans Park, Bicentennial Park water feature, and playground equipment – 8:29

Parks Board Chairperson Dawn Barlow presented community thoughts and feedback on a Hometown Heroes program, 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 – 44:43

Fire Chief Gavin Brown spoke about the Fire Departments Marine Rescue Division.

Vice President of the MBVFA Travis Wood spoke about the new boat the association purchased and will be donating to the Town.

- C. Presentation by Town Attorney Ryan Knight on Robert’s Rules of Order – 49:47

Town Attorney Ryan Knight spoke about Robert’s Rules of Order.

### 7. Finance/Budget Report – 55:34

**Commissioner Corey Runte made a motion to approve the finance and budget report as presented; Vice Mayor Sherri Quarrie seconded; Motion carried 4-1 with Mayor Alison Dennington dissenting**

### 8. Department and Board/Committee Reports – 57:37

- 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) – 1:23:16**

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.

***Jane Waters – 312 Sixth Ave** – Commended the Mayor and asked about the stop signs, speed bumps, and poles at Ocean and Pine.*

***Jan Futch Guilbeau – 806 Oak St** – Spoke about a city tax on her water bill and being upset about a negative interaction she had with the Town Manager.*

***Allen Waters – 312 Sixth Ave** – Commended the Mayor for questioning the Police Chief.*

***Dan Brunger – 400 Sixth Ave** – Spoke about residents should contact the Town Manager if they have a problem with utility taxes and that the Town should educate people rather than adding more ordinances.*

***Bobby Williamson – 505 Riverside Cir** – Spoke about not understanding why Circle Park's name was changed. He asked where the idea of a Veterans Park come from, and why spend more money when the current stuff is not taken care of?*

***Gail Gowdy – 215 Ash** – Spoke about DAR puts flags up at Ryckman House, so maybe that would be a place to do something for veterans.*

**10. Public Hearings/Special Orders – 1:50:35**

- 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.**

Town Attorney Ryan Knight spoke about one scribners error in subsection (c) where is says “the Town Manager may waive subsection...” it should say subsection (b) not (c).

***Roger Newell – 506 Colony St** – Asked what the purpose of this is.*

***Dan Brunger – 400 Sixth Ave** – Spoke about the Ordinance prohibits his grandkids from camping out in his backyard. Rewrite the Ordinance to allow that.*

***Anna Butler – 312 Avenue A** – Asked if this Ordinance covers people living in an RV.*

***Bruce Larson – 1507 Pine St** – Spoke about adding an exemption to allow homeowners to camp in their own yard, and asked where is the line on the beach that is Town property.*



*Lynn Hartler – 325 Banyan Way – Spoke about one idea is to require the people camping to have full access to the common areas of the house.*

Commissioner Corey Runte spoke about including family friendly verbiage for an exception for the owner.

**Failed for a lack of motion**

B. Ordinance 2024-04 Prohibit Smoking – Second reading – 2:15:20

**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.**

*Dan Brunger – 400 Sixth Ave – Spoke about education instead of enforcement and include marijuana.*

*Bruce Larson – 1507 Pine St – Asked if this applies beyond the berm of the beach.*

**Commissioner Corey Runte moved to approve Ordinance 2024-04 Prohibiting Smoking on public property; Commissioner Marivi Walker seconded; Motion carried 5-0.**

**11. Unfinished Business**

A. Consideration on the lifeguard contract for 2024-2025 – Town Manager Elizabeth Mascaro – 2:23:09

*Haley Conrad – 2011 Oak St – Spoke about lifeguards being super important, and it is unacceptable to not have any lifeguards from Paradise to Spessard Holland.*

*Dan Brunger – 400 Sixth Ave – Spoke about witnessing a drowning recently in the County area. His family assisted and it took 10 minutes for first responders to show up.*

*Roger Newell – 506 Colony – Asked if it would be faster to call the Fire Department directly instead of calling 911.*

*Brian Casazza – 2009 Oak – This is a mistake and irresponsible by the County Commission. A lot of the people at the park are county residents. This is a County problem.*

**Failed for a lack of motion**

~~B. Consideration of replacing all of the curbing on Riverside Dr as part of the repaving project – Town Manager Elizabeth Mascaro – Removed from the agenda~~

C. Ordinance 2024-01 Sheds – First reading – 2:38:31

**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.**

**Commissioner Corey Runte made a motion to approve Ordinance 2024-01 sheds first reading with the grandfathering clause; Commissioner Marivi Walker seconded; Motion carried 4-0 with Mayor Alison Dennington abstaining from the vote.**

**12. New Business**

- A. Consideration of volunteer board member application from Tim Reed for the Board of Adjustment – Town Clerk Amber Brown – 2:43:14

**Commissioner Corey Runte moved to approve the Board Member application for Tim Reed for the Board of Adjustment; Commissioner Marivi Walker seconded; Motion carried 5-0.**

- B. Discussion on implementing a moratorium on traffic changes, and reviewing the policy for updates – Mayor Alison Dennington – 2:45:47

Brief Recess 8:47 p.m. - 8:51 p.m.

Vice Mayor Sherri Quarrie left at 8:49 p.m.

Town Clerk Amber Brown conducted a roll call

**Commission Members Present**

Mayor Alison Dennington  
Commissioner Corey Runte  
Commissioner Marivi Walker  
Commissioner Adam Meyer

**Commission Members Absent**

Vice Mayor Sherri Quarrie

**Staff Members Present**

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

***Jane Waters – 312 Sixth Ave – Spoke about not having an issue with the stop signs, but does not agree with the speed bumps and poles. The public should at least be informed.***

***Haley Conrad – 2011 Oak – Spoke about being against removing traffic engineer from the code, the Town has a civil engineer that could be used for a traffic study, and residents were not being notified.***

***Doug Hilmes – 443 Riverview lane – Spoke about there are safety issues crossing A1A, and all the other stop signs were not necessary. Does not support the moratorium***

*because then you cannot remove the next agenda item. There needs to be a process and it should go to the Commission.*

**Failed for a lack of motion**

- C. Discussion on Ocean Ave speed bumps and stop signs – Mayor Alison Dennington – 3:27:47

***Haley Conrad – 2011 Oak** – Spoke about agreeing with the stop signs, and asked why no one has looked into why the stop signs are being run.*

***Doug Hilmes – 443 Riverview lane** – Spoke about a study should have been done. Agrees with having the stop signs, but does not think the speed bumps and poles are necessary. Do the right thing and figure out how to make the stop signs more visible.*

***Joe Pavlock – 501 Third Avenue** – Spoke about being a retired traffic sergeant and has dealt with a lot of traffic issues. Requests two resident surveys. One about removing the speed bumps and poles. The second one for removing the stop signs with the condition of narrowing the lanes.*

***Tim Reed – 302 Fourth Ave** – Spoke about when the road is redone that is an opportunity to do something more effective.*

***Gail Gowdy – 215 Ash** – Spoke about being in favor of the stop signs, but not in favor of the speed bumps and poles. It's an enforcement issue so address it that way.*

**Mayor Alison Dennington made a motion to take a vote to take out the speed bumps; Commissioner Adam Meyer seconded; Motion carried 3-1 with Commissioner Corey Runte dissenting.**

- ~~D. Consideration of creating a municipal citizens academy – Mayor Alison Dennington – Removed from the agenda - 4:03:29~~

- E. Consideration on changing the rank of a Lieutenant to Deputy Chief within the Police Department- Police Chief Tim Zander – 4:03:56

***Haley Conrad – 2011 Oak St** – Spoke about her company did this and it increased moral and how people live up to their expectations.*

***Tim Reed – 302 Fourth Ave** – Spoke about not being in favor of it, and this seems like a want not a need.*

**Commissioner Corey Runte moved to approve the consideration on changing the rank of Lieutenant to Deputy Chief within the Police Department as presented; Commissioner Marivi walker seconded; Motion carried 3-1 with Mayor Alison Dennington dissenting.**

- F. Consideration of the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management – Town Manager Elizabeth Mascaro – 4:21:04

**Commissioner Corey Runte moved to approve consideration of the Statewide Mutual Aid Agreement with FEMA; Commissioner Adam Meyer seconded; Motion carried 4-0.**

- G. Consideration to renew the contract for James Moore – Town Manager Elizabeth Mascaro – 4:24:55

*Tim Reed – 302 Fourth Ave – Spoke about the contract says if we need an audit then it will cost an additional \$1,500.00. See if they will include one free audit if necessary.*

**Commissioner Marivi Walker made a motion to renew the contract for James Moore; Commissioner Corey Runte seconded; Motion carried 3-1 with Mayor Alison Dennington dissenting.**

**13. Administrative Reports – 4:33:22**

- A. Town Attorney
- B. Town Manager

**14. Commission Reports**

**15. Task List**

**Lifeguard Coverage – Closed**

**Sixth Ave Board Ramp – Push to December**

**16. Public Comment**

**17. Adjournment**

**Commissioner Marivi Walker moved to adjourn; Commissioner Adam Meyer seconded, Motion carried 4-0.**

Meeting adjourned at 10:44 p.m.

# Town of Melbourne Beach

## TOWN COMMISSION WORKSHOP MARCH 6, 2024 MEETING COMMUNITY CENTER – 509 OCEAN AVENUE

### 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 Clerk Amber Brown

#### 1. Call to Order

Mayor Alison Dennington called the meeting to order at 6:00 p.m.

#### 2. Roll Call

Town Clerk Amber Brown conducted roll call.

#### Commission Members Present

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

#### Staff Members Present

Town Manager Elizabeth Mascaro  
Building Official Robert Bitgood  
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. She then had a Moment of Silence for a resident who had passed.

#### 4. New Business

##### **Vice Mayor Sherri Quarrie made a motion to switch the order of new business item A and item B, Commissioner Corey Runte seconded, all in favor 5-0**

A. ~~Discuss traffic calming devices.~~

B. Discuss the rules and procedures of the Parks Board.

Mayor Alison Dennington spoke about sections within the Town Code related to establishing advisory boards and also the Parks Board (passed in 1987) Article VIII section 11-90 through 11-94. Does not feel the language and spirit of the code has been adhered to. Would like to utilize the Parks Board to vet any changes to the parks.

Commissioner Corey Runte spoke about staying on topic and discussing the Parks Board not the Public Works Department.

Vice Mayor Sherri Quarrie spoke about the agenda items that were tabled at the last Commission meeting and the agenda item did not include the Public Works Department.

Mayor Alison Dennington spoke about how the Parks Board and Public Works Department are intrinsically combined.

Commissioner Corey Runte asked what the goal of this agenda item is.

Mayor Alison Dennington spoke about the Town has not been using the Parks Board as much as required. Would like to have parameters that any changes to the parks are first vetted by the Parks Board and then the Commission.

Town Manager Elizabeth Mascaro spoke about being the administrator of the Town so the Public Works Department reports to her. The Town's interpretation of this is that the Parks Board looks into enhancing the parks. She does not answer to the Parks Board. The Parks Board should not be involved in the daily operations of the parks.

Mayor Alison Dennington spoke about specifically wanting changes to the park to go through the Parks Board, not daily operations. Suggested creating a policy of what things need to go to the Parks Board to be vetted then submit a recommendation to the Commission.

Town Manager Elizabeth Mascaro spoke about being okay with having a list of items that would and would not need to go to the Parks Board.

Dawn Barlow, Chairperson of the Parks Board spoke about how looking at the ordinance related to the Parks Board mainly breaks it up into two categories: events and park enhancements. There are a lot of entities that have events in the park. What else is going

on in the parks? There is an opportunity to use the Parks Board more, and increase transparency, public involvement, and allow the Parks Board to vet things.

Mayor Alison Dennington spoke about liking the idea of vision planning and having meetings around that.

Commissioner Corey Runte spoke about wanting to increase communication, a matrix of shared responsibility, because there is going to be crossover between all departments.

Vice Mayor Sherri Quarrie said that there are things that need to be addressed, such as playground equipment and veterans memorial, that takes over a year to figure out. Wants to have the focus on big projects first and thinks the primary function should be focusing on the big stuff.

Dawn Barlow, Chairperson of the Parks Board, spoke about the Board being happy to run with things, but what are the other items that are in the works? Part of this is to understand what the priorities are and what is already being worked on.

Mayor Alison Dennington spoke about how having Parks Board meetings would make the park information accessible to all residents, including newer ones. The original creation of Public Works was passed in 1977, 2017 prior manager proposed getting rid of Public Works.

Recess 6:43-6:48 (45:00)

Mayor Alison Dennington stated she did not wish to get rid of Public Works and if there is ambiguity in the code to address it. Having more meetings amongst the volunteer groups would be cheaper and keep the main meetings and workshops shorter.

Town Clerk Amber Brown conducted roll call.

**Commission Members Present**

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

**Staff Members Present**

Town Manager Elizabeth Mascaro  
Building Official Robert Bitgood  
Public Works Director Tom Davis  
Town Clerk Amber Brown

Commissioner Corey Runte spoke about wanting a structured goal-oriented meeting. He had very concrete recommendations. He recommends having a responsibility matrix, delineate responsibility between Public Works and Parks and Rec, Parks Board sets up a resident prioritization workshop, list of prioritizations from the Board, monthly meeting with the Town Manager.

Heidi Brewer, Parks Board Member, spoke about hearing a lot of unity in the discussion and is excited to be involved, and it seems people are on the same page.

Commissioner Marivi Walker spoke about wanting to look into the items that the Town has been putting aside, does not think there is enough money put aside yet, but to start the process.

Town Manager Elizabeth Mascaro spoke about an example, the Veteran's Memorial Park because it was not budgeted, so there needs to be a vision, plan, a cost idea, and then there can be a budget. If there's not enough money to do it in the first year, it can be done over two years.

Commissioner Adam Meyer spoke about liking the responsibility matrix, and a big item to add is that physical changes to the parks go to the Parks Board, what events go to them, they have a budget, how should it be spent.

Dawn Barlow, Chairperson of the Parks Board, asked about setting up a meeting with the Town Manager and then taking the appropriate steps.

Haley Conrad, Parks Board Member, there is a missing piece to this, how does the Parks Board find out about things they should be doing? When the Commission says take an item and run with it, what does that mean? What if someone outside of the Parks Board has an idea, does that go to the Parks Board? This communication was the goal of this meeting.

Town Manager Elizabeth Mascaro spoke about the Parks Board coming up with a vision and plan then bringing it to the Town Manager to go over the details, then it gets presented to the Commission.

Mayor Alison Dennington spoke about how no matter where the idea comes from, it should be vetted by the Parks Board. When the Parks Board makes recommendations then they should have descriptive minutes to provide to the Commission, or if someone can attend the meeting do that.

Commissioner Corey Runte spoke about how the Parks Board wants to be involved and that is a good problem to have. The Town Manager needs to be the point person for both the Parks Board and the Town Commission.

Mayor Alison Dennington spoke about the responsibility matrix to clarify who has what responsibilities, but must include that changes to parks go to Parks Board, and clarifies which events/budget concerns go to the Parks Board.

Town Manager Elizabeth Mascaro spoke about the mention of the crossovers and that they're considered maintenance. As far as the long-standing events, they should not need to ask the Parks Board, but need to be able to coordinate efforts and have respect for all of the events.

Julie Samuels, Parks Board Member, spoke about how the special event application caused hiccups, it needs to be the same for everyone. There is a signature spot on the special event application, but the Parks Board does not receive them. If an event is large



enough to have a banner then it should go to the Parks Board. People ask her all the time when an event is and she has to ask town staff.

Town Manager Elizabeth Mascaro spoke about how the size of the event determines the added needs such as porta potties and police.

Commissioner Corey Runte said that long standing events should not need to be reviewed in a Commission meeting, but they all should be treated the same way.

Commissioner Marivi Walker said that if there is a signature spot for the Parks Board then it should either be filled out or removed from the form.

Mayor Alison Dennington suggested that the Town Manager create a policy that will include a list of events already established and what events will not need to come to the Commission for approval. They do require signatures from the various Boards so they are aware that the events are happening.

Commissioner Marivi Walker spoke about how a shared calendar that all the Boards have access to should be sufficient.

Haley Conrad, Parks Board Member, spoke about quality control and how it is not a bad idea to have another entity look at the packet to acknowledge when an event is. If the Parks Board signature is removed, then the ordinance needs to be changed because it says the Parks Board will review special events.

Mayor Alison Dennington spoke about how it is an option to contact the Town on a monthly basis to ask if there are any new special event applications.

Town Clerk Amber Brown clarified the packets are not online, because the Town Commission did not want additional special events.

Town Manager Elizabeth Mascaro spoke about from the Town's standpoint the long-standing Town events have not been considered special events.

Mayor Alison Dennington said it was important to define the difference between Town events and special events.

#### C. Discuss traffic calming devices (1:33:55)

Commissioner Marivi Walker spoke about how there have been changes since the removal of stop signs. The entire Town needs traffic calming. The paving and curbing is going to be happening and that project needs to include traffic calming.

Mayor Alison Dennington spoke about disallowing the discussion of this, but it is a workshop not an official meeting, so she called for a recess before determining if this topic should be discussed.

Recess 7:46 pm to 7:54 pm (1:43:42)

Town Clerk Amber Brown conducted roll call

**Commission Members Present**

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

**Staff Members Present**

Town Manager Elizabeth Mascaro  
 Building Official Robert Bitgood  
 Public Works Director Tom Davis  
 Town Clerk Amber Brown

Commissioner Marivi Walker spoke about wanting to hear feedback from the residents, then discuss doing a professional study.

Mayor Alison Dennington spoke about wanting to listen to the residents first.

***Kate Wilborn – 502 Second***

*Kate Wilborn spoke about how Riverside Drive is a gift to everyone. She is so glad the stop signs were taken down so you don't have to worry about hitting a bumper, the speed bumps are really hard on cars, when people feel punished they get disgruntled.*

***Aaron Anderson – 901 Riverside Drive***

*Aaron Anderson spoke about being in favor of slowing the traffic on Riverside. Anyone who thinks there is not a problem has their head in the sand. Stop signs were not necessarily the right solution. Respects his neighbors and anything that causes noise is not ideal, but something needs to be done or someone will get hurt.*

***Haley Conrad – 2011 Oak St***

*Haley Conrad spoke about agreeing with the holistic way of traffic calming for the entire town as noticed from the 2 traffic crashes this week. Turn the crosswalk at Ocean and Pine into a school zone to lower the speed limit to 15 mph. Find creative ways to accomplish slowing traffic and beautify the Town at the same time. Licensed professional civil engineer to do a study. Another idea is to lower the speed limit on Riverside Drive.*

Commissioner Marivi Walker spoke about wanting to wait to see what the options are and hire someone for traffic consulting.

***Dawn Barlow – 1710 Pine St***

*Dawn Barlow spoke about the new installation of speed limit sign on A1A, was wondering what has the effect of that been since installation. She looks at that as a calming device, and would be interested in comparing that to the more holistic approach.*

Commissioner Corey Runte said it is too early for data.

Mayor Alison Dennington reiterated needing to let all public comments be made first.

**Todd Albert – 1710 Pine St**

*Todd Albert spoke about in other communities, speed bumps do not work. What does work is a police car being at the intersection. When he first moved here he was told Melbourne Beach was a speed trap, but we have gotten away from that. Indialantic has a good idea when you come down Riverside Drive traffic is slowed down from 35 to 25. Melbourne Beach should slow it down from 25 to 20. The most dangerous point on Riverside Drive is the corner at Ocean and Riverside. He wants to see Melbourne Beach become a speed trap again. Another idea is to have Pine a one-way and Orange a one-way and Avenue A and Avenue B. Everyone will protest, but it could help.*

**Rebecca Stevens – 610 Atlantic St**

*Rebecca Stevens acknowledges being conscious of slowing down at points where there is a police officer or the signs that take pictures of license plates. She may not know if that information is going anywhere but still makes her slow down. She believes those signs might be something to think about for the Town.*

**Julie Samuels – 2320 South River Road**

*Julie Samuels spoke about how she used to live on Orange and she would protest if it was a one way street. The quickest cheapest way to slow people down is to write tickets.*

**Aaron Anderson – 901 Riverside Dr**

*Aaron Anderson spoke about how he emailed the police chief, asked for a public records request for 12 months, June '22-June '23, there were only 7 tickets written on Riverside Drive in that period.*

**Haley Conrad – 2011 Oak**

*Haley Conrad spoke about she would protest one way streets as well because it would add more traffic to the streets because you would have to go one direction in order to go the other direction. Is there a way to make money on tickets, can you raise the cost of tickets, can you always send the new officer to attend?*

Mayor Alison Dennington spoke about each Commissioner getting 5 minutes to speak.

Commissioner Marivi Walker spoke about being concerned about blinking lights in people's houses, liking the idea of flower beds to beautify and slow down traffic. She says you cannot have ticket quotas, it's against the law, believes slowing the speed won't be effective, not sure about a one way lane. She does not think we need to issue warnings, just issue the ticket no matter the speed, and is concerned about the number of police officers.

Vice Mayor Sherri Quarrie spoke about the cost of the speed sign was in the budget. We need an expert so perhaps that could be put on the next agenda.

Mayor Alison Dennington spoke about how it bothers her that there is not a police presence at the last several meetings, it is important for the police the Town does have to actually write tickets. She spoke about how some streets do not have any speed limit sign on them, what streets are those and do we need to have at least one sign on each street? The red brick crosswalks are not visible, make it like a regular more visible crosswalk.

Commissioner Corey Runte spoke about Bowman and BSE Engineering, the speed humps at Ocean and Pine work, that is a big intersection for kids going to school. Regarding the police chief not being here, the Town is in the process of hiring a police chief. The Town needs to have a traffic study done by a licensed traffic engineer, safety for the residents is the number one priority. Riverside Drive and Oak St are not safe.

Commissioner Adam Meyer spoke about agreeing with getting a traffic engineer to get a study done, have a public meeting where everyone can hear ideas and no one is surprised. He is excited to meet with the possible new police chief tomorrow to ask questions about writing tickets and speeding.

Town Manager Elizabeth Mascaro said to bring that forward as an agenda item.

Mayor Alison Dennington spoke about the police chief cannot be hired tomorrow because things still need to be done such as a background check.

#### ***Haley Conrad - 2011 Oak St***

*Haley Conrad spoke about there is usually more than one solution or a combination of solutions. Agrees with it needing to be presented to the public prior to the Commission voting on it. If you can get general buy in from the public it would be very important. You will never please everyone, and at some point the Commission will have to make a decision. Hopefully if it is at least presented to the public and they are allowed to comment then hopefully it will alleviate some of the issue. When you lose public trust, it is really hard to get it back. The whole theme of tonight's meeting is communication which is so important.*

Commissioner Marivi Walker asked if no one likes any of the presented solutions then what.

Commissioner Corey Runte spoke about no one likes change, but at some point you have to put resident safety first.

#### ***Todd Albert - 1710 Pine St***

*Todd Albert spoke about if no one can agree at least get a professional's input then make an educated decision. Get the reputation of being a speed trap back.*

Mayor Alison Dennington commented that that can be implemented right away.

**5. Public Comments**

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.

**6. Adjournment**

**Commissioner Corey Runte moved to adjourn; Vice Mayor Sherri Quarrie seconded; Motion carried 5-0.**

Meeting adjourned at 8:43 pm.

Transcribed by Rachel Pembrook

**ATTEST:**

\_\_\_\_\_  
**Alison Dennington, Mayor**

\_\_\_\_\_  
**Amber Brown, Town Clerk**

# Town of Melbourne Beach

## REGULAR TOWN COMMISSION MEETING February 21, 2024 at 6:00 p.m. COMMUNITY CENTER - 509 OCEAN AVENUE

### 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 6:01 p.m.

#### 2. Roll Call

Town Clerk Amber Brown conducted a roll call

#### Commission Members Present

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

#### Commission Members Absent

Commissioner Corey Runte

#### Staff Members Present

Town Manager Elizabeth Mascaro  
Town Attorney Ryan Knight  
Finance Manager Jennifer Kerr  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
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

Mayor Alison Dennington spoke about additional documents that were provided today for items that are on the agenda.

**Vice Mayor Sherri Quarrie made a motion to accept the meeting agenda as posted with the additions; Commissioner Marivi Walker seconded; Motion carried 4-0**

### 5. Consent Agenda

- A. Approval of the Regular Town Commission Meeting minutes January 17, 2024
- B. Approval of the Town Commission Workshop minutes January 16, 2024
- C. Approval of the Town Commission Workshop minutes January 3, 2024
- D. Approval of the Regular Town Commission Meeting minutes December 20, 2023
- E. Consideration to change the meeting date and time for the History Center Board
- F. Reappointment of Board Members
  - Reappointment of members of the Board of Adjustment
    1. Member Robert Schaefer
    2. Member Xochitl Ross
  - Reappointment of members of the Environmental Advisory Board
    1. Member Curtis Byrd
    2. Member Crystal Cain
  - Reappointment of members of the Planning and Zoning Board
    1. Member David Campbell
    2. Member April Evans
    3. Member Dan Harper
    4. Member Gabor Kishegyi

**Vice Mayor Sherri Quarrie made a motion to approve the consent agenda which has the minutes for January 17, 2024, January 16<sup>th</sup> and 3<sup>rd</sup>, the minutes for December 20, 2023, the History Board change of meeting date, the reappointment of Board Members for the Board of Adjustment, Environmental Advisory Board, and also the Planning and Zoning Board; Commissioner Marivi Walker seconded; Motion carried 4-0**

### 6. Proclamations/Presentations/Awards

### 7. Finance/Budget Report

Mayor Alison Dennington asked about the deficiencies from the audit last year.

Finance Manager Jennifer Kerr spoke about the 2 deficiencies are a typing error in a GL line and an issue when COVID money came in and when it needed to be entered in.

Mayor Alison Dennington asked about how money is reconciled such as the money that was allocated for the skate park.

Town Manager Elizabeth Mascaro spoke about money will be reconciled by a resolution, and the Commission determines where the money goes. The way it is worded using deficiencies makes it sound bad, but they are not. They were addressed last May, and all respondents must respond and provide comments to the State.

Mayor Alison Dennington spoke about any adjustments are not great and means the original statements were not being prepared correctly.

Town Manager Elizabeth Mascaro spoke about there being adjustments every year, and a lot of governments have them.

Commissioner Marivi Walker spoke about not implying that egregious mistakes were made. Ask the auditors for their opinion. When the auditors presented last year it did not seem like a big deal.

Mayor Alison Dennington spoke about the auditors saying adjustments are common with smaller municipalities, and that it went better than previous years. She asked various questions about line items in the budget.

Commissioner Adam Meyer had a question about FEMA money, \$10,000 had been received.

Mayor Alison Dennington questioned what the \$500 received was for.

Town Manager Elizabeth Mascaro said it was essentially for the disposal of small assets, specifically a police vehicle that's beyond repair, that they sold.

Mayor Alison Dennington addressed questions she had about the budget book, and how she will get more familiar with it.

**Vice Mayor Sherri Quarrie made a motion to accept the budget report as presented; Commissioner Marivi Walker seconded; Motion carried 4-0**

## **8. Department and Board/Committee Reports**

### **A. Parks Board**

Dawn Barlow, Chairperson of the Parks Board, introduced members Haley Conrad, Julie Samuels, Rebecca Stevens, and Sabrina Cornelius. A few members that are not present include Danika Feodoroff Warren and Lisa Kishegyi. The Board looked into what the Town Code says related to the Parks Board which is to look into park improvements and make suggestions to the Town Manager and review special events. Neither has been done in a few years. Spoke about the Parks Board discussing a veteran's park and upgrades to Ryckman Park. Spring Fest/Kids Business Fair is March 2<sup>nd</sup>.



Mayor Alison Dennington spoke about the Code related to the Parks Board, thinks any changes to the parks should be vetted by the Parks Board first then go to the Commission for approval.

B. Public Works Department

Mayor Alison Dennington spoke about having a meeting between Public Works, Building Official, Town Manager, and herself with FDOT about the A1A road work.

Commissioner Marivi Walker spoke about a resident who asked her about all of the leaves that are falling from the oak trees. Add something to the newsletter about how bad leaves are for the storm drains.

Public Works Director Tom Davis spoke about the ongoing work at the Fifth Ave beach access, they uncovered concrete steps under the crossover, will put together something educational about leaves in the storm drains.

Mayor Alison Dennington asked various questions about the public works department report.

C. Building Department

No additions

D. Code Enforcement

Mayor Alison Dennington asked for details on the vacation rental violations.

E. Fire Department

No additions

F. Police Department

Mayor Alison Dennington asked questions about the status of the Police Chief and spoke about the hiring process for the Police Chief.

Town Manager Elizabeth Mascaro spoke about the Police Chief working as a contract employee.

G. Town Clerk

Mayor Alison Dennington asked various questions about the Town Clerk Report.

**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.

***Frank Thomas – 606 Atlantic St***

*Frank Thomas spoke about living in the Town of Melbourne Beach since 1961. He asked if anyone on the Parks Board does not live in the Town of Melbourne Beach. Who is the sponsor of the event this Saturday and where the money is going.*

Town Clerk Amber Brown spoke about the event is hosted by the Environmental Advisory Board and there is no money as the event is for education and information.

***Joe Pavlock - 501 Third Ave***

*Joe Pavlock asked what the results of the stop sign survey was, asked about the speed humps at Ocean and Pine as he thought they were temporary, when are we getting the turn arrow at the stop light, why not have an acting Police Chief rather than keep the Police Chief on as a contractor to save money, and asked about the audiovisual equipment for the Community Center.*

Mayor Alison Dennington spoke about the stop sign survey is an agenda item, the speed bumps are permanent, the turn arrow was part of the discussion the Town had with FDOT yesterday and it is in the works, and the contract for the audiovisual equipment was already approved, the brick crosswalks are pretty but not as visible.

***Dan Brunger – 400 Sixth Ave***

*Dan Brunger spoke about appreciating the minutes being posted online, it is hard to hear some people please get closer to the mic, what is the status of the new fire truck, the 404 Sixth Ave storm drain needs maintenance, and the camera at the Sixth Ave boat ramp is missing.*

Fire Chief Gavin Brown spoke about how the new fire truck has been ordered, but the build time is about 3 years, will receive it in the middle of 2025. The current first-run truck is turning 20 this year which is the max recommended length from NFPA.

Public Works Director Tom Davis spoke about how the cameras have made a difference in lowering vandalism, wants to look into upgrading the quality of the cameras in the future.

Mayor Alison Dennington asked various questions about the Town cameras and storm drains.

Commissioner Marivi Walker spoke about the original discussion about the cameras was for security in the parks and parking areas.

***Mike Minick– 1700 Atlantic St***

*Mike Minick spoke about one year ago, a loose dog attacked his dog, he brought his dog to the vet and they gave the dog a 50/50 chance. He asked the police to take a non-emergency information report and the Police Chief said no. Six weeks ago there was another dog loose. Late at night animal control will not take a report and neither will our police department, so what can be done. He has run into loose dogs over 11 times so now he carries pepper spray.*

Town Manager Elizabeth Mascaro spoke about residents need to call 911 and they will dispatch police and they will take a report.

## **10. Public Hearings/Special Orders**

### **11. Unfinished Business**

### **12. New Business**

- A. Public Works Director Tom Davis spoke about consideration of curbing repair/replacement on Riverside Dr.

Public Works Director Tom Davis spoke about the different sections of curbing along Riverside Drive that he categorized as total failure or deterioration/cracking.

Mayor Alison Dennington asked various questions about the project and the contracts, and spoke about needing more details before she can make a decision.

Town Manager Elizabeth Mascaro spoke about the details of the project and compared the price to the project on Orange and the project on Cherry. Ribbon curbing is not feasible on Riverside, so the Commission has to decide if they want to redo the entire curbing or just certain sections of it.

Commissioner Marivi Walker asked the Town Attorney Ryan Knight if this piggyback contract is a good deal.

Town Attorney Ryan Knight spoke about almost always piggybacking off a contract will have a better price.

Commissioner Adam Meyer asked if the cost (\$211,000) is reasonable and do we usually put that much towards curbing.

Town Manager Elizabeth Mascaro spoke about the cost being very reasonable per square linear foot, especially for that amount of road being done.

Vice Mayor Sherri Quarrie asked if the Commission needs to have a special meeting to get this done in a timely manner, and when do we need to notify the paving company, how much money is put aside for the project, and if that will be enough money.

Public Works Director Tom Davis spoke about it will take at least 5 weeks after the contract is done to get anyone onsite.

Town Manager Elizabeth Mascaro spoke about there being over one million dollars set aside, and this project is not related to stormwater and will not be using any stormwater money.

Commissioner Adam Meyer asked if we can get the contract with all of the numbers including the paving and curbing.

**Commissioner Adam Meyer made a motion to table the discussion on paving and concrete curbing to a special meeting; Vice Mayor Sherri Quarrie seconded; Motion carried 4-0**

- B. Consideration of the proposal to establish a volunteer Beach Ambassador program within the Town of Melbourne Beach – Fire Chief Gavin Brown

Fire Chief Gavin Brown spoke about trying to get most of the cost covered by Drown Zero who has offered to donate money and possibly an atv/utv. The ongoing costs would be minimal such as fuel and uniforms. The first step would be to create the policies and procedures and the training program then gauge the public's interest since this would be a volunteer program.

Mayor Alison Dennington spoke about the possibility of getting grant money.

Vice Mayor Sherri Quarrie asked if this would be in addition to the lifeguards.

Fire Chief Gavin Brown spoke about the ambassadors would be in addition to lifeguards, they would not be first responders; they would be there for educating the public to help prevent any issues. They would not be enforcing anything, but rather educating the public on items such as general wildlife, local codes and rules, rip current awareness, etc.

Mayor Alison Dennington spoke about people might pay to take the trainings.

Fire Chief Gavin Brown spoke about most of the trainings having very little cost because a lot of the trainings are done in house by volunteers of the fire department. He's hoping to start the program with donations and then the Town can cover the recurring cost.

Commissioner Adam Meyer spoke about liking the program, but what would the liability be on the Town for a resident driving a Town provided atv/utv.

Mayor Alison Dennington spoke about how all of the volunteers would need to sign waivers.

Fire Chief Gavin Brown spoke about there being a certification process and atv/utv driver training that everyone would need to go through. The Fire Department has a utv that the volunteers drive.

Mayor Alison Dennington spoke about whether all of the fire department volunteers should have to sign a waiver as well.

Fire Chief Gavin Brown spoke about how the fire department volunteers are trained members of the Town just like a town employee. Volunteerism in general is in significant decline.

**Commissioner Adam Meyer made a motion to proceed with looking into the Beach Ambassador Program; Commissioner Marivi Walker seconded; Motion carried 4-0**

C. Consideration of the proposal to add a Spanish Together Class – Parks Board

Parks Board Chairperson Dawn Barlow spoke about how someone requested the Parks Board look into having a Spanish class. This is a proposal for a six week pilot program to see how the program does.

Commissioner Marivi Walker asked about the details of the My Musical Tree class.

Town Manager Elizabeth Mascaro spoke about the My Musical Tree is now funded through the parking money and costs \$50.00 per session.

Vice Mayor Sherri Quarrie spoke about not being in favor of having a class in doors because of the issues that have happened in the Community Center including mold remediation costing roughly \$4,000.00 from leaving the doors open. Also, having new audio visual equipment in the building.

Commissioner Adam Meyer spoke about being in favor of it since a Parks Board member will be present. He would be interested in the data of how many people are Melbourne Beach residents.

Parks Board Chairperson Dawn Barlow spoke about it being possible to do it outside, but the instructor would prefer to do it inside.

Mayor Alison Dennington spoke about it being concerning having that many kids in one room, also if it's free to everyone they might not be as invested in learning, can we require people to make a donation to make sure they are invested in learning. Likes the idea in theory, but would like more information such as would they be signing a waiver.

Parks Board Chairperson Dawn Barlow asked if the Commission would be more comfortable if the founder was amenable to holding it outdoors.

Mayor Alison Dennington spoke about wanting a waiver for the children and adults, have a set of rules, and age limits.

Town Attorney Ryan Knight spoke about how there would be concerns with having kids in an area that is not intended for kids. Kids might want to go up and down the stairs or play with the flag or fire extinguisher.

Parks Board Chairperson Dawn Barlow proposed to make it an outdoor only activity.

**Commissioner Adam Meyer made a motion to approve the six week provided it is outside; Vice Mayor Sherri Quarrie seconded; Motion carried 4-0**

***Julie Samuel - 2320 S River Road***

*Julie Samuel spoke about attending the class. The teacher is used to handling 30 kids and runs it as an interactive class. Believes these opportunities are possible, and wants to give kids in the community these opportunities. Suggests using parking money instead of being funded by taxpayers.*

***Brian Casazza - 2009 Oak St***

*Brian Cassaza spoke about how any educational opportunity is very important and it should not be limited to a certain age. Everyone should have the opportunity.*

The Commission agreed this should be open to any age.

***Jan Futch - 806 Oak St***

*Jan Futch asked about having it at the library because it has an environment set up for that.*

***Haley Conrad - 2011 Oak St***

*Haley Conrad spoke about choosing Spanish because there was interest in it, it's a good starter language. She also said do not assume children are going to destroy everything, parents will bring their kids to the Spanish class if they believe they can handle it.*

***AnneMarie McBride - 310 Second Ave***

*AnneMarie McBride spoke about the Town getting with the library to see if they would pay and host it.*

Mayor Alison Dennington spoke about how we have this facility that is for the community, and all of the concerns about this building are valid, asked the Parks Board to come up with a list of programs they would like to implement and come up with a checklist of what needs to be done after.

Break at 8:46 pm (2:44:00)

Town Clerk Amber Brown conducted a roll call

**Commission Members Present**

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

**Staff Members Present**

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

**Commission Members Absent**

Commissioner Corey Runte

- C. Discussion on Town Commission term lengths related to off-year/odd-year elections – Town Clerk Amber Brown.

Town Clerk Amber Brown spoke about the possibility of even-year elections. Odd-year elections cost approximately \$10,000, and even-year elections cost roughly \$400-\$200. Voter turnout for odd-year elections is usually around 20%, minus last year which was 51%. Even-year elections have 72-86% voter turnout. Spoke about 2 options. Option 1 (used in Cocoa Beach) had the referendum take effect immediately. Option 2 (used in IHB) switched but slowly took effect, had odd-year elections until everyone switched to 4-year terms.

Mayor Alison Dennington said she is skeptical and needs to get more information. Also discussed that there are some costs that are worth the money to the town and some costs that are not.

Vice Mayor Sherri Quarrie says there would need to be a referendum and then a vote in order to pass. Has discussion with Mayor Alison Dennington as to whether or not this should be done.

**Mayor Alison Dennington made a motion to table the item to get more information; Commissioner Adam Meyer seconded;**

***Frank Lagrassa – 412 First Ave***

*Frank Lagrassa spoke about elections bringing accountability to a system, to government, fraught with potential for abuse.*

***Mark Formica – 215 Birch Ave***

*Mark Formica spoke about having a system for staggering elections and there being some type of checks and balances and cost containment.*

***Sue Martin – 2202 Rosewood Drive***

*Sue Martin suggested waiting until everyone terms out.*

***Steve Walters – 416 Sixth Ave***

*Steve Walters spoke about this already going to the voters and the voters overwhelmingly wanted to keep term limits. This has been decided by the residents before, why do it again.*

**Mayor Alison Dennington withdrew her motion to table it**

**Adam Meyer withdrew his second**

### **Fails for lack of motion**

- D. Consideration of Resolution 2024-01 – Providing for access to public records by remote electronic means and approving the Town’s record (master) copy documents on electronic media – Town Clerk Amber Brown

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, PROVIDING FOR ACCESS TO PUBLIC RECORDS BY REMOTE ELECTRONIC MEANS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES; FURTHER APPROVING THE KEEPING AND MAINTAINING OF THE TOWN’S RECORD (MASTER) COPY DOCUMENTS ON ELECTRONIC MEDIA, NAMELY THE TOWN’S LASERFICHE IMAGING SYSTEM, IN ACCORDANCE WITH THE REQUIREMENTS OF F.A.C RULE 1B-26.003; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Alison Dennington spoke about missing information and not being comfortable with it. It needs to include the MCCi contract, the Admin Rule, and not destroying records until there is an inventory and a request to destroy records.

Commissioner Adam Meyer asked Town Attorney Ryan Knight how other towns have dealt with the issue of hard copies after making them digital to which he said each town deals with it differently, but most are starting to get away from keeping hard copies.

Mayor Alison Dennington asked Town Clerk Amber Brown to start putting the documents online, but not to make them the master copy yet.

**Commissioner Adam Meyer made a motion to table this to have it rewritten to include a method to deal with the hard copies; Mayor Alison Dennington seconded; Motion carried 3-1 with Commissioner Marivi Walker dissenting**

#### ***Mark Formica – 215 Birch Ave***

*Mark Formica spoke about dealing with this in his company, you will have to go with cloud based or a vault, verify the contract has the safety precautions to protect the documents.*

- E. Consideration of changing the date for the Regular Town Commission Meetings in March, April, and May – Commissioner Marivi Walker

Commissioner Adam Meyer spoke about not having a problem with it, but wished Commissioner Corey Runte was here to verify everyone can attend.

Mayor Alison Dennington spoke about the meeting dates being in the Charter, so you need to work your schedule around the meetings. If we have a quorum which is three we shouldn’t change the dates.



Commissioner Marivi Walker removed the item from the agenda.

F. Discussion on ordinance language changes related to sheds – Building Official Robert Bitgood

Building Official Robert Bitgood spoke about residents who have pulled a shed permit in the past couple of years have mentioned not building a new larger home or doing an addition it would be nice to be able to have a larger shed. The main changes are increased size to 160 square feet.

Mayor Alison Dennington spoke about having a potential conflict on this topic so she will not be voting on this. The Town does not have a zoning placement permit. It should go back to Planning and Zoning to allow them to work together with the Building Official.

Commissioner Adam Meyer spoke about being comfortable with the 160 square foot size and to allow the shed anywhere as long as the six foot fence can be built around it. Agrees it should go back to Planning and Zoning with the changes.

Vice Mayor Sherri Quarrie asked if the biggest issue Planning and Zoning had was allowing the shed up to the front building line rather than the rear building line, asked about the details of the height restriction, electric and water hook up.

Building Official Robert Bitgood spoke about how that was one of the big issues. You could put a large RV or boat in the same area that this proposal is for. Current code says you can have 1 shed per 10,000 square feet of property. The new proposal would be limited to one shed per address. The shed can have electric, but it cannot have a water hook up. Proposes based on the changes that have been suggested, taking it back to Planning and Zoning to see what they say.

**Commissioner Adam Meyer made a motion to approve the wording on page 169 to go back to P&Z; Commissioner Marivi Walker seconded; Motion carried 3-0 with Mayor Alison Dennington abstaining from the vote due to a conflict.**

Mayor Alison Dennington was advised to fill out a Form 8b.

***Dan Brunger – 400 Sixth Ave***

*Dan Brunger brought up past permits, asked about setbacks and existing sheds, asked about the amount of sheds you can have, spoke about property rights, ex post facto and due process. Do we have a town with town ordinances or an HOA? Do we have a town that we live in, or is it just to look at?*

Building Official Robert Bitgood said there are no setbacks for sheds.

Mayor Alison Dennington asked how to document what is already existing, also asked if Dan Brunger was in favor of the change and he said no.

Building Official Robert Bitgood also said if someone already has multiple sheds they would be grandfathered in.

G. Consideration of pricing contract renewal with Waste Pro – Town Manager Elizabeth Mascaro

Town Manager Elizabeth Mascaro spoke about how the current Waste Pro contract is expiring. The current cost is \$22.37 and the new proposed cost is \$28.90 effective 5/1/2024. It will be adjusted in years 2-7 where price would be \$2.95 instead of \$5.64.

Commissioner Adam Meyer asked if the \$2.95 would be added on top of the cost every year or if it would be one time. There was agreement that the wording was confusing.

**Commissioner Adam Meyer made a motion to go back to Waste Pro to get yearly costs; Vice Mayor Sherri Quarrie seconded; Motion carried 4-0**

Break 10:23-10:28 (4:15:05)

Town Clerk Amber Brown conducted a roll call

**Commission Members Present**

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

**Staff Members Present**

Town Manager Elizabeth Mascaro  
Town Attorney Ryan Knight  
Building Official Robert Bitgood  
Town Clerk Amber Brown

**Commission Members Absent**

Commissioner Corey Runte

***Steve Walters – 416 Sixth Ave***

*Steve Walters spoke about how this needs to go out to bid. It makes sense to go out to bid since it has been 14 years.*

Mayor Alison Dennington asked questions about going out to bid.

**Commissioner Adam Meyer made a motion to put it out to RFP for the results in March; Vice Mayor Sherri Quarrie seconded, Motion carried 4-0**

H. Discussion on second kitchens, repeal ordinance 2023-02 and working on a stricter, narrowly tailored alternative – Mayor Alison Dennington

Mayor Alison Dennington spoke about how this ordinance was not properly noticed.

Town Attorney Ryan Knight speaks about how there is no perfect ordinance when it comes to second kitchens because there is no definition to determine what a kitchen is.

**Mayor Alison Dennington made a motion to direct the town attorney to prepare a repeal ordinance to repeal the second kitchen ordinance and to tighten the language up including the requirement for a development order as part of the permitting process**

**Mayor Alison Dennington withdrew her motion**

Commissioner Adam Meyer said he had too many questions, asked about the options moving forward with a repeal.

**Commissioner Marivi Walker made a motion to send it back to the town attorney to review the wording and bring in comments to the next meeting; Commissioner Adam Meyer seconded;**

***Mark Formica – 215 Birch Ave***

*Mark spoke about being against second kitchens, there are people that will take advantage of it. By the time you go through the procedure, weeks are going to go by. Is the moratorium sufficient to stop anything additional?*

Building Official Robert Bitgood spoke about receiving a permit for a second kitchen that he did turn down because of the moratorium and they redid it.

Town Attorney Ryan Knight spoke about by the time it went through the courts then the issue would most likely be a moot point.

***Frank Lagrassa – 412 First Ave***

*Frank Lagrassa spoke about agreeing with what Mark said. What does the Town Attorney mean when he said there isn't a perfect ordinance for this? What is the benefit of this ordinance and where did it originate? Believes this will ruin the neighborhoods.*

Town Manager Elizabeth Mascaro said a resident came to a Planning and Zoning meeting and requested it.

***Tim Reed – 302 Fourth Ave***

*Tim Reed spoke about being against the second kitchen ordinance and does not believe in the reason for multigenerational living. A repeal is better than rewording. There are not a ton of residents wanting to do it.*

Mayor Alison Dennington spoke about emails between the Town Planner, Town Manager, and Commissioner Corey Runte around the time of the ordinance where the Town Planner said this is allowing an accessory living structure. February 2, 2023 from Corey to Cliff, March 7, 2023 from Corey to several people.

Commissioner Marivi Walker spoke about if everything the Mayor is saying the Town Planner said is true, then she would want to repeal it as well.

Town Attorney Ryan Knight believes an appeal would be sufficient.

Vice Mayor Sherri Quarrie asked about the new process implemented, every single thing was not going to go to Planning and Zoning, how would this be affected by that process?

Building Official Robert Bitgood said this would be an exception. It would be handled at the building department level. If an architect draws a house and says it's only a wet bar, no one legally could say to that architect that it is a kitchen, and the plan would have to be approved as a wet bar.

**Commissioner Marivi Walker made a motion to send it back to the attorney to look at the language; Commissioner Adam Meyer seconded;**

**Mayor Alison Dennington removed the motion**

**Commissioner Marivi Walker made a motion to draft a repeal for the ordinance; Commissioner Adam Meyer seconded; Motion passed 4-0**

***Frank Lagrassa – 412 First Ave***

*Frank Lagrassa wanted to say thank you.*

- I. Discussion on Town Charter and Code provisions related to traffic changes and changes to the parks and possible conflicting policies and procedures – Mayor Alison Dennington

Mayor Alison Dennington spoke about this being related to following the code related to the Parks Board, and not knowing what our policies and procedures are related to traffic control, if there are none then create them. Pushed this to a workshop.

Vice Mayor Sherri Quarrie spoke about the code being very clear on park changes. The Commission has the right to make changes to the parks without the Parks Board approval.

Mayor Alison Dennington spoke about how there have been things that the Commission has said they were not aware of, so there are items that the Parks Board and the Commission are not involved in or aware of. It seems the Town staff is making decisions without the Parks Board or Commission knowing about it. Sometimes it is better to slow things down and have them vetted.

Vice Mayor Sherri Quarrie spoke about the public works department bringing things to the Commission for approval. It is not valid to say the Town staff does not bring things to the Commission.

Mayor Alison Dennington spoke about some changes that have been made that people are more sensitive to. Just because we can make changes doesn't mean we can't slow things down and allow the Parks Board to vet it then bring it to the Commission. She does not believe the removal of the semicircle was vetted by the Commission.

Building Official Robert Bitgood spoke about how the removal of the semicircle is because we are not up to ADA code because the handicap parking is in the front and the ramp is in the rear. The plan is to put a ramp and the handicap parking right out front of the Community Center.

Commissioner Adam Meyer spoke about how the Parks Board is full of resident volunteers, and it is important to make it clear as to what they get to have a say in.

**Commissioner Adam Meyer made a motion to discuss the rules and procedures of the Parks Board at a Workshop; Commissioner Marivi Walker seconded; Motion carried 4-0**

***Haley Conrad - 2011 Oak St***

*Haley Conrad, member of the Parks Board, spoke about meeting regularly since 2021. They have held many fantastic activities in the Park. Nothing is brought to the Parks Board. What is the role of the Parks Board? The Parks Board meets prior to the Commission meeting. In the State of Florida to use the word engineer you must be certified. Does not think the goal is to require that all items go to the Parks Board, but rather use them as a resource to assist you. There clearly is ambiguity in the ordinance.*

Vice Mayor Sherri Quarrie spoke about in 2020 there was a memo stating the Parks Board has not met in a year. Said the role of the Parks Board is to look at the agendas, and see what's on there that would need the Commission's input.

Mayor Alison Dennington spoke about just because we don't have to do something doesn't mean we shouldn't.

Town Manager Elizabeth Mascaro spoke about the interpretation of the Code is not that things need to be brought to the Parks Board, but rather the Parks Board can bring items they would like to incorporate into the Parks.

Mayor Alison Dennington says the Parks Board was founded in 1987, it's a Parks Board not an Event Board. Suggests coming up with guidelines at the workshop, for example major things will be run by the Parks Board, minor things will not be. She feels it is important to have a conversation about the way to go about this for clarity.

***Gabor Kishegyi – 221 Surf Rd***

*Gabor Kishegyi spoke about how every decision should be sent to the respective Board.*

J. Discussion on Riverside Drive traffic control concerns – Vice Mayor Sherri Quarrie

Vice Mayor Sherri Quarrie spoke about how this agenda item is to present the data that was part of the discussion on the stop signs. If the stop signs are removed what is the liability to the Town if something happens?

Town Attorney Ryan Knight spoke about there not being much if any liability.

Commissioner Adam Meyer spoke about the speed trailer data after the stop signs were installed the speed trailer was 50 feet after the stop signs, so it was almost impossible to speed unless you don't stop at the stop sign.

Mayor Alison Dennington spoke about needing data that is not skewed. Tickets work, have the police out there writing tickets. She has received emails from people that like the stop signs or about speeding on Riverside. Her suggestion would be to have the police out there writing tickets. Landscaping trucks should not be parked on Riverside, causes issues with passing.

Commissioner Marivi Walker spoke about how there are people that pass on Riverside. The Town 100% needs to figure out traffic calming devices for the Town. Trucks don't have a good way to turn around.

K. Discussion on the Riverside Drive stop sign survey – Town Manager Elizabeth Mascaro

Mayor Alison Dennington spoke about the results of the stop sign survey. Keep the stop signs, 239 votes in favor, 20.38%. Remove the stop signs, 787 votes, 67.09%. Keep one, remove one, 56 votes, 4.77%. No opinion, 9 votes, .77%. Inconclusive, 3 votes, so not even 1%. Invalid/not Melbourne Beach Proper/name or address missing, 79 votes, 6.73%. Total of 1173 responses. Area specific and town wide, majority said to remove the stop signs.

**Mayor Alison Dennington made a motion to remove both stop signs; Commissioner Adam Meyer seconded; Motion carried 4-0**

***Brian Casazza - 2009 Oak St***

*Brian Cassazza spoke about there was no data provided with the survey. There is a lack of communication. There was no information to the residents to make an educated decision. The Town needs to do a better job.*

Mayor Alison Dennington said she was going to follow up with the manager and did not so she apologizes. Suggests going forward to have information readily available for the residents the next time a survey is sent out.

***Steve Walters - 416 Sixth St***

*Steve Walters spoke about not knowing why this is still being discussed. People have provided information that stop signs should not be used for speeding. If you want to enforce traffic violations, have a police officer out there writing tickets.*

***Haley Conrad - 2011 Oak St***

*Haley Conrad spoke about how stop signs do not cure passing or speeding. There have been many studies that show this. People may ask to put a stop sign in to stop speeding, but that is not what they are for. The purpose of a stop sign is to control the right of way.*

***Paula Panton – 809 Riverside Drive***

*Paula Panton spoke about everything Steve and Haley said is true. People speed through the stop signs and the police aren't writing those tickets.*

- L. Consideration of obtaining a traffic study on Riverside Drive for calming device options – Commissioner Marivi Walker

Commissioner Marivi Walker spoke about wanting a traffic calming device study for the entire Town.

Mayor Alison Dennington spoke about not wanting to spend money to do a traffic study when there are plenty of people that during a Workshop can come up with something.

Commissioner Adam Meyer asked if they could ask in their interview questions what the police chief would suggest for this situation.

**Mayor Alison Dennington made a motion to schedule a workshop to discuss traffic calming devices prior to spending any money for a study; Commissioner Adam Meyer seconded; Motion carried 4-0**

***Haley Conrad - 2011 Oak St***

*Haley Conrad agreed that having a traffic calming study for the entire Town is important.*

**13. Administrative Reports**

- A. Town Attorney

Town Attorney Ryan Knight spoke about having a to do list from the meeting.

- B. Town Manager

Town Manager Elizabeth Mascaro spoke about having a lot of meetings the past month.

Mayor Alison Dennington asked for a status from BS&E on the Poinsettia project.

**14. Commission Reports**

**15. Task List**

**16. Public Comment**

**17. Adjournment**

**Commissioner Marivi Walker moved to adjourn; Commissioner Adam Meyer seconded; Motion carried 4-0.**

Meeting adjourned at 12:11 a.m.

Transcribed by Rachel Pembrook

**ATTEST:**

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**Alison Dennington, Mayor**

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**Amber Brown, Town Clerk**





## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

### Site Plan Review

#### Applicable Codes

Town of Melbourne Beach Land Development Code

Current Florida Building Code

**Date: 7-10-24**

**Owner: Jerry Pezzeminti**

**Owner Address: PO box 33187 Indiatlantic, Fl. 32903**

**Site Address: 506 3<sup>Rd</sup> Ave M.B. Fl 32951**

**Parcel ID: 28-38-07-02-11-7.02**

**Zoning: 1RS                      Zoning District 1RS**

**Project: Single Family Residence.**

**Reference: Town of Melbourne Beach Code of Ordinances: 7A-31.**

**Request:        Approval by the Planning and Zoning Board and the Town  
Commission for: Single Family Residence.**

#### Staff Review:

- 1).The project is: **A single family home in the Town Limits of Melbourne Beach Fl.**
- 2). **The Building Lot Zoning District requirements of min. lot area, width and depth.**  
     **Lot area is 12,000 sq. ft. (min. 12,000 sq. ft.)**  
     **Lot width is 100 (min.100 ft.)**  
     **Lot depth is 120' (min. 120 ft.)**
- 3). **Lot coverage has a maximum of 30% for principle structure.**  
     **Lot coverage per plan is: 20.82%**  
     **Footprint of Primary Structure is: 2,365                      sq. ft. with the addition.**  
     **Max allowed for Primary Structure is: 3,600 sq. ft. for Lot Area of 12,000**  
**sq. ft.**  
     **Minimum pervious area per lot is 30%. Pervious area is: 50%**
- 4). **Structure maximum height for zoning district is 28 ft.**  
     **The proposed height provided is 27'-2"                      from FFE**  
     **Flood Zone \_ And \_X\_\_\_\_\_**

**5). Zoning District Setback requirements**

- Proposed Primary Structure Rear Setback: 25' (min. 25 ft.)  
 Proposed Primary Structure Front Setback is 25' (min. 25 ft.)  
 Proposed Primary Structure North Side setback is: 15' (min. 15 ft.)  
 Proposed Primary Structure South Side Setback is: 15' (min. 15 ft.)

**6). Sediment and erosion control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach's Code of Ordinances, Chapter 27 Stormwater and the current Florida Building Code.**

**7). On-site stormwater retention control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach's Code of Ordinances, Chapter 27 Stormwater and the current Florida Building Code.**

**8). Town Engineer will submit a review of the drainage plan per Ordinance 2019-06. The Town Engineer will require a final inspection before a Certificate of Occupancy will be issued. This applies to new home construction and construction values greater than 50% of the existing structure. Minimum landscaping standards will be met.**

**Based on the above review, I find the proposed site plan for the referenced property is in compliance with The Town of Melbourne Beach Code of Ordinances.**



**Robert Bitgood  
 Building Official**



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

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

Hassan Kamal, P.E.  
 Vice President

July 10, 2024

**Via E-mail**

Mr. Robert Bitgood  
 Town of Melbourne Beach  
 507 Ocean Avenue  
 Melbourne Beach, FL 32951  
 E-mail address: building@melbournebeachfl.org

**Re: Site Plan Review – 506 Third Avenue  
 B.S.E. File #11440.100.31**

Dear Robert:

We have reviewed the above-referenced plans and survey and find that they meet Town Code, we therefore recommend approval of the drainage plan.

Due to recent occurrences, we request that the Engineer of Record review the as-built plans for compliance prior to the applicant requesting Town Engineer sign off. This will save time and expense for the applicant as well as the Town.

Should you have any questions, 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  
 11440.100.31.town.corr.24-s5818.jul

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental  
 312 South Harbor City Boulevard, Suite #4, Melbourne, Florida 32901  
 Telephone: (321) 725-3674 ~ Fax: (321) 723-1159 ~ Toll Free: 1-800-523-4BSE(4273) ~ Email: info@bseconsult.com



July 9, 2024

Robert Bitgood  
Town of Melbourne Beach  
507 Ocean Avenue  
Melbourne Beach, FL 32951

Mr. Bitgood,

On behalf of my client for the 506 Third Avenue Preliminary Site Plan Review, I respectfully request your review and approval of the following comment response for construction. Thank you in advance for your time and efforts in reviewing the provided responses and enclosed plans.

Comment 1: Although the driveway is proposed of impervious pavers, the driveway runoff (or slope) needs to be directed towards the onsite dry retention areas.

**Response:** Please see revised driveways with slope to direct the drainage into the proposed collection systems. The south portion of the driveway is proposed to drain through 6"x 18" openings in the privacy wall. The elevation of the openings is at 6.50' which is above the 6.38' stage of the stormwater system. This will allow any of the runoff that is not percolated through the pervious pavement to drain into the stormwater collection area.

Comment 2: Confirm there is sufficient cover over the existing drainage pipe below the driveway.

**Response:** Please see added existing pipe call out information to confirm sufficient cover.

Comment 3: Identify the existing drainage pipe size diameter in the right-of-way.

**Response:** Please see added existing pipe call out information that includes pipe size diameter.

Comment 4: Please provide a signed/sealed topographic and boundary survey.

**Response:** This was previously submitted with the package to the City an electronic copy of which is included with this package for reference.

Thank you for your time and help in navigating us through the development process for this project. If you have any questions, please don't hesitate to contact me at (321) 652-5316.



Sincerely,

Erin Trauger, P.E.  
Principal Civil Engineer

**506 3rd Ave. Melbourne Beach. Fl.**

<b>IMPERVIOUS</b>		<b>PERVIOUS</b>	
Primary Structure	2,365	Shed space	
Pool	288	Open areas	6,015
Decks		Other	
Driveway	Pavers		
Accessory Bldg	114		
Concrete areas	1,443	<b>TOTAL PERVIOUS</b>	<b>6,015</b>
Paver areas	1,889		
Other			
<b>TOTAL IMPERVIOUS</b>	<b>50.00%</b>		
		<b>Lot Total Sq Footage</b>	<b>12,000</b>
		<b>TOTAL % PERVIOUS</b>	<b>50%</b>



**TOWN OF MELBOURNE BEACH  
DEVELOPMENT APPLICATION**

**I. SUBMITTAL REQUIREMENTS:**

1. Fees per current schedule.
2. Deed to property.
3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II. below). All materials listed in the applicable sections must be provided, and fees paid.

**II. REQUEST:**

- |  |  |
|--|--|
| <input type="checkbox"/> Land Use Plan Amendment                                   | <input type="checkbox"/> Rezoning  |
| <input type="checkbox"/> Special Exception   | <input type="checkbox"/> Coastal Construction Variance                     |
| <input type="checkbox"/> Variance  | <input type="checkbox"/> Appeal (Application must be filed within 30 days) |
| <input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS) | <input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO)          |
| <input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I)              | <input type="checkbox"/> Amendment to the Land Development Code            |
|  | <input type="checkbox"/> Other (specify) _____                             |

**III. PROPERTY INFORMATION:**

General Location: 3rd Avenue, North side on parcel in from the River

Address: 506 3rd Avenue, Melbourne Beach FL 32951

Parcel Number(s): 28-38-07-02-11-7.02

Area (in acreage): .275 acres Area (in square feet): 12,000 sf

Current Zoning: 1RS Proposed Zoning: N/A

Current Future Land Use: N/A Proposed Future Land Use: N/A

Brief Description of Application: Application for new two-story single-family residence site plan approval

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): \_\_\_\_\_

IV. APPLICANT INFORMATION:

Property Owner

Name: Jerry S. Pezzeminti

Phone: 321-604-5417

Address: PO Box 33187

Fax: \_\_\_\_\_

Indialantic, FL 32903

Email: jspezzeminti@gmail.com

Applicant (if other than property owner)

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

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

V. OWNER AUTHORIZATION:\*

The undersigned hereby affirms the following:

1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: [Handwritten Signature]

Date: 5/3/24

Print Name: Jerry S. Pezzeminti

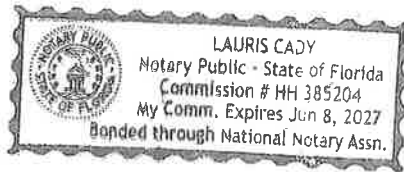
Title: \_\_\_\_\_

\*Must sign in front of notary.

State of Florida  
County of Brevard.

The foregoing application is acknowledged before me this 3<sup>rd</sup> day of MAY, 2024, by JERRY S. PEZZEMINTI who is/are personally known to me, or who has/have produced Florida DL as identification.

[Handwritten Signature]  
Signature of Notary Public, State of Florida





**VI. APPLICANT CERTIFICATION:\***

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Florida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of my/our knowledge and belief the facts stated in the application are true.

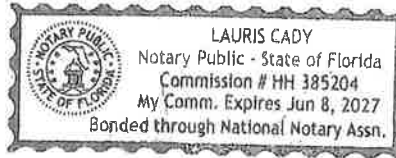
Signature: [Signature] Date: 5/3/24  
Print Name: Jerry S. Pezzeminti Title: \_\_\_\_\_

\*Must sign in front of notary.

State of Florida  
County of Brevard.

The foregoing application is acknowledged before me this 3rd day of May, 2024, by JERRY S PEZZEMINTI who is/are personally known to me, or who has/have produced Florida DL as identification.

[Signature]  
Signature of Notary Public, State of Florida



**VII. PROJECT DESCRIPTION:**

Describe Application: This is a new, single family two-story home located at 506 3rd Avenue in Melbourne Beach. The lot has been vacant and undeveloped to this date. The main living areas and a guest bedroom of the home are located on the first floor, with the primary suite and additional bedrooms on the second floor. Connected to the house is a two-car garage with conditioned office space above. The exterior of the house features stucco on masonry block, wood rafter tail details and an architectural shingle roof.

Describe Existing Conditions: Undeveloped residential lot

Provide attachment if more space is needed.

### Site Plan for Single Family Development

A site plan must be reviewed and evaluated by the Town Engineer, Building Official and or Zoning Official and Planning and Zoning Board and approved by the Town Commission. The applicant shall provide the following in support of their application for site plan approval of a single family home:

1. Narrative description of proposed improvements and demolitions.
2. Two (2) Sealed Surveys of the existing conditions prepared by a professional surveyor. All elevations should be NGVD/DAVD or Comparable for FEMA reference. (Include Lot Dimensions, Square footage & Coverage Percentage)
  - a. All existing structures (including but not limited to outbuildings, sheds, pools, etc), major features, trees and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines.
3. Two (2) Professionally prepared plans in compliance with Ordinance 2019-06 showing the following:
  - a. Name, location, owner, and designer of the proposed development and the intended use
  - b. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties
  - c. Date, north arrow, and graphic scale (not less than one inch equals 20 feet)
  - d. Location of all property lines, existing streets adjacent to the subject property, easements, as well as proposed driveways and general lot layout
  - e. All existing and/or proposed structures, major features, and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines
  - f. Site data providing all information needed to confirm compliance with zoning regulations including "required" and "provided" information:
    - i. Proposed principal use and/or any proposed accessory uses
    - ii. Lot size and dimensions
    - iii. Lot coverage to include square footage of primary structure, pool, decks, driveways, accessory buildings, walkways, patios, paver areas, concrete (must demonstrate all impervious areas).
    - iv. Proposed living area square footage (e.g., square footage under air), and square footage of any other spaces including garage, covered entries, covered porches, screen rooms, etc.
    - v. Number of enclosed parking spaces
    - vi. Setbacks from all property lines
    - vii. Number of stories
    - viii. Floor plan – a fully dimensioned floor plan shall be provided depicting all existing and/or proposed spaces corresponding to the square footages on the site data breakdown above.
    - ix. Architectural elevations of each building façade professionally prepared plan drawn to scale and depicting the height dimension of the proposed structure, construction, or expansion or redevelopment thereof.
    - x. Landscaping & irrigation plan
4. Drainage Site Plan showing flow paths and retention areas to meet certification requirements. (3A-80 & 7A-51.1)

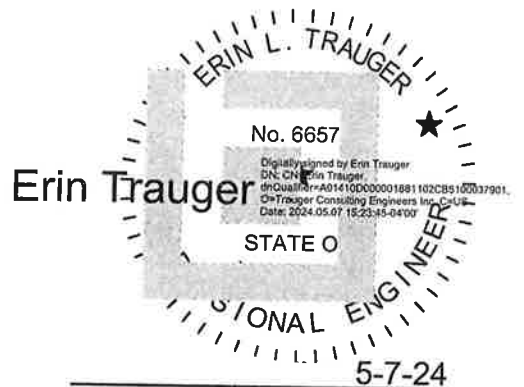
**Ten (10) 11X17 Complete sets of plans (all information as outlined in item 3 above) including a copy of the survey both existing and proposed and the Drainage Site Plan.**



# STORMWATER CALCULATIONS

SUBMITTED TO:  
Town of Melbourne Beach

REVISION DATE:5-7-24



Erin Trauger, P.E.  
FL License No. 66576

506 3<sup>RD</sup> Avenue  
Residence

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ERIN TRAUGER, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

## ***I. Introduction***

The goal of this report is to detail requirements of compliance of the stormwater treatment system for the proposed improvements. The proposed single-family residence improvements include a new single-family house located at 506 3<sup>rd</sup> Avenue in the Town of Melbourne Beach, Florida. The Brevard County Property Appraiser Aerial and Details have been included for reference.

## ***II. Existing Conditions***

The property is currently vacant. Much of the lot drains toward the north and then to the east directly to the river with the remainder of the lot drainage to Third Avenue that ultimately discharges directly to the river.

## ***III. Proposed Conditions***

The proposed site improvements involve the construction of the new single-family house with a pool courtyard, driveway and garage. A treatment swale is proposed mostly in the west part of the property to provide for stormwater treatment required on the lot before discharge to the river. Stormwater runoff created by the impervious surface for this project will be collected on-site and directed to two dry retention swales to treat the stormwater runoff. The 10 year 24 hour storm event was evaluated using the combined volume of the swales to verify retainage of the 8" storm event.

## ***IV. Required Stormwater Calculations***

A complete summary report has been provided in the attachments to include volume calculations for the proposed stormwater system, HydroCAD stormwater modeling information for the 10 year 24 hour storm event and a MODRET recovery analysis to ensure the Town of Melbourne Beach stormwater requirements are met. Also included in attached calculations are the soils reports provided by KSM Engineering and Testing identifying the season high water table and the percolation test results for conditions at the property. The following considerations were included in the evaluation.

- 8" of runoff from a 10-yr/24 hour storm event was evaluated for the 0.28 acre drainage basin at 506 Third Ave (including the proposed improvements) using HydroCAD and zero discharge is proposed from the storm collection ponds for this storm event.
- 72-Welaka sand has been determined to be the soils mapped according to the Soils Survey Map of Brevard County which is reflect in the weighted average CN value using A soil values for grass.

- The Season High Water Table information is provided in the table below and the soils report completed by KSM Engineering and Testing is provided in the attachments for review.

Boring#	Natural Ground	Existing Ground Water Elevation	Estimated Wet Season Ground Water Table
P-1	7.0	0.4	2.00

- The peak stage of the storm ponds remains below the top of bank.
- Based on the soils report there are high percolations rates in place and therefore the pond volume recovery will be less than 72 hours for the 8 inch storm event.

#### V. **Summary**

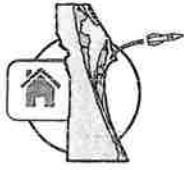
As presented in the details above it has been determined that the proposed dry retention stormwater treatment system satisfies the design requirements of the Town of Melbourne Beach for the 10 year 24 hour-8 inch storm event.



Dana Blickley, CFA  
**PROPERTY APPRAISER**  
Brevard County

0  
1  
0





**REAL PROPERTY DETAILS**  
 Account 3020172 - Roll Year 2023



Owners	PEZZEMINTI, JERRY S
Mailing Address	PO BOX 33187 INDIALANTIC FL 32903
Site Address	506 THIRD AVE MELBOURNE BEACH FL 32951
Parcel ID	28-38-07-02-11-7.02
Taxing District	34X0 - MELBOURNE BEACH
Exemptions	NONE
Property Use	0007 - VACANT RESIDENTIAL LAND (MULTI-FAMILY, PLATTED)
Total Acres	0.28
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0010/0051
Subdivision	WILCOX PLAT OF MELBOURNE BEACH RESUBD OF BLKS 11,20,21,30 & 31
Land Description	WILCOX PLAT OF MELBOURNE BEACH RESUBD OF BLKS 11,20,21,30 & 31 E 100 FT OF S 120 FT OF LOT 7 BLK 11

**VALUE SUMMARY**

Category	2023	2022	2021
Market Value	\$400,000	\$400,000	\$260,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$400,000	\$400,000	\$260,000
Assessed Value School	\$400,000	\$400,000	\$260,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$400,000	\$400,000	\$260,000
Taxable Value School	\$400,000	\$400,000	\$260,000

**SALES / TRANSFERS**

Date	Price	Type	Instrument
12/28/2021	\$480,000	WD	9372/0311
06/04/2019	\$325,000	WD	8458/0581

No Data Found

## DATA AND CALCULATIONS



**STORMWATER CALCULATIONS****Post-Development Drainage Basin Data: Type A Soils**

Cover Type	Area (acres)	CN Value
Impervious	5985.00	98
Pervious	6015.00	39
Total Area	12000.00	68

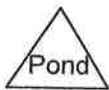
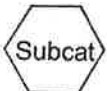
**Stage/Storage Volume of Dry Retention Pond:**

Elevation (Feet)	Area (Sq. Ft.)	Avg. Area (Sq. Ft.)	Volume (Cu. Ft.)	Sum. Volume (Cu. Ft.)
7.00	3,122		1,616	1,616
6.25	1,187	2,155	0	0



Pezzeminti Lot

Dry Retention Pond



**Routing Diagram for Pezzeminti on Third**  
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**Pezzeminti on Third**

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Page 2

**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
0.138	39	>75% Grass cover, Good, HSG A (2S)
0.137	98	Roofs, HSG A (2S)
<b>0.275</b>	<b>68</b>	<b>TOTAL AREA</b>

**Pezzeminti on Third**

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Page 3

**Soil Listing (all nodes)**

Area (acres)	Soil Group	Subcatchment Numbers
0.275	HSG A	2S
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.000	Other	
<b>0.275</b>		<b>TOTAL AREA</b>

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**Pezzeminti on Third**

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**Ground Covers (all nodes)**

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.138	0.000	0.000	0.000	0.000	0.138	>75% Grass cover, Good	2S
0.137	0.000	0.000	0.000	0.000	0.137	Roofs	2S
<b>0.275</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.275</b>	<b>TOTAL AREA</b>	

**Pezzeminti on Third**

Type II FL 24-hr 10 YR 24 HR Rainfall=8.00"

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Time span=0.00-30.00 hrs, dt=0.01 hrs, 3001 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

**Subcatchment 2S: Pezzeminti Lot**Runoff Area=12,000 sf 49.88% Impervious Runoff Depth=4.24"  
Tc=10.0 min CN=68 Runoff=0.74 cfs 0.097 af**Pond 3P: Dry Retention Pond**Peak Elev=6.38' Storage=164 cf Inflow=0.74 cfs 0.097 af  
Outflow=0.60 cfs 0.097 af**Total Runoff Area = 0.275 ac Runoff Volume = 0.097 af Average Runoff Depth = 4.24"**  
**50.12% Pervious = 0.138 ac 49.88% Impervious = 0.137 ac**

### Pezzeminti on Third

Type II FL 24-hr 10 YR 24 HR Rainfall=8.00"

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### Summary for Subcatchment 2S: Pezzeminti Lot

Runoff = 0.74 cfs @ 12.19 hrs, Volume= 0.097 af, Depth= 4.24"  
Routed to Pond 3P : Dry Retention Pond

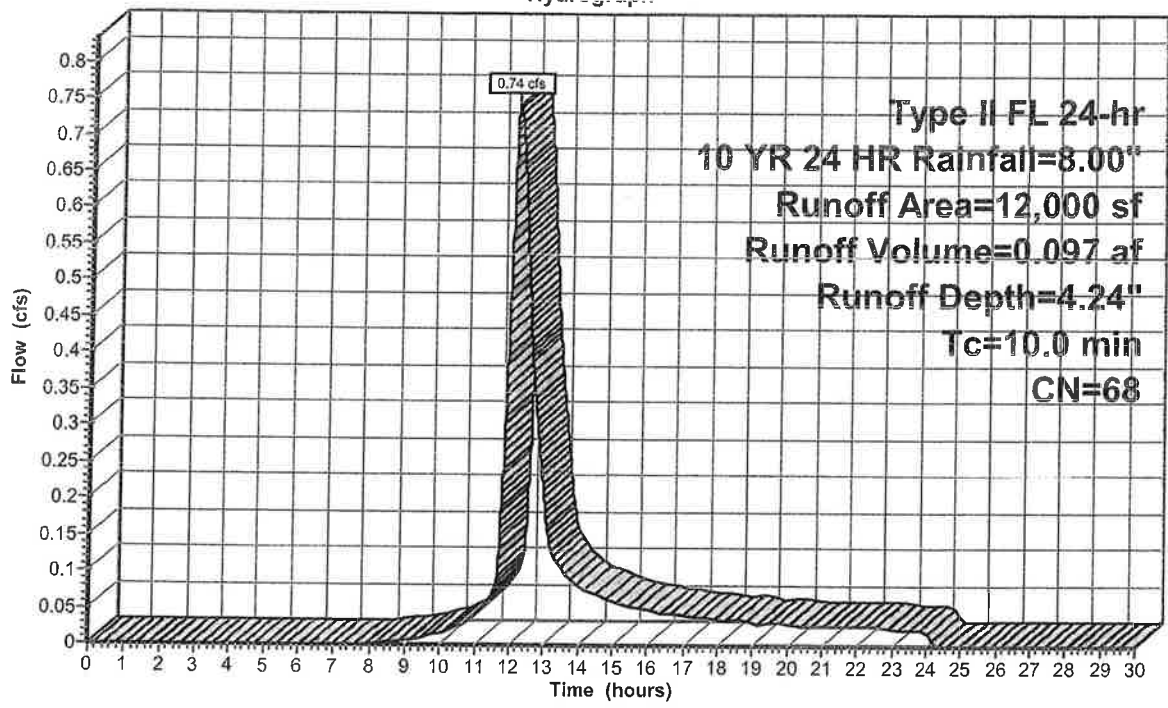
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs  
Type II FL 24-hr 10 YR 24 HR Rainfall=8.00"

Area (sf)	CN	Description
5,985	98	Roofs, HSG A
6,015	39	>75% Grass cover, Good, HSG A
12,000	68	Weighted Average
6,015		50.12% Pervious Area
5,985		49.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.0					Direct Entry,

### Subcatchment 2S: Pezzeminti Lot

Hydrograph



**Pezzeminti on Third**

Type II FL 24-hr 10 YR 24 HR Rainfall=8.00"

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**Summary for Pond 3P: Dry Retention Pond**

Inflow Area = 0.275 ac, 49.88% Impervious, Inflow Depth = 4.24" for 10 YR 24 HR event  
 Inflow = 0.74 cfs @ 12.19 hrs, Volume= 0.097 af  
 Outflow = 0.60 cfs @ 12.43 hrs, Volume= 0.097 af, Atten= 19%, Lag= 14.1 min  
 Discarded = 0.60 cfs @ 12.43 hrs, Volume= 0.097 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs  
 Peak Elev= 6.38' @ 12.43 hrs Surf.Area= 1,268 sf Storage= 164 cf

Plug-Flow detention time= 1.3 min calculated for 0.097 af (100% of inflow)  
 Center-of-Mass det. time= 1.3 min ( 850.0 - 848.8 )

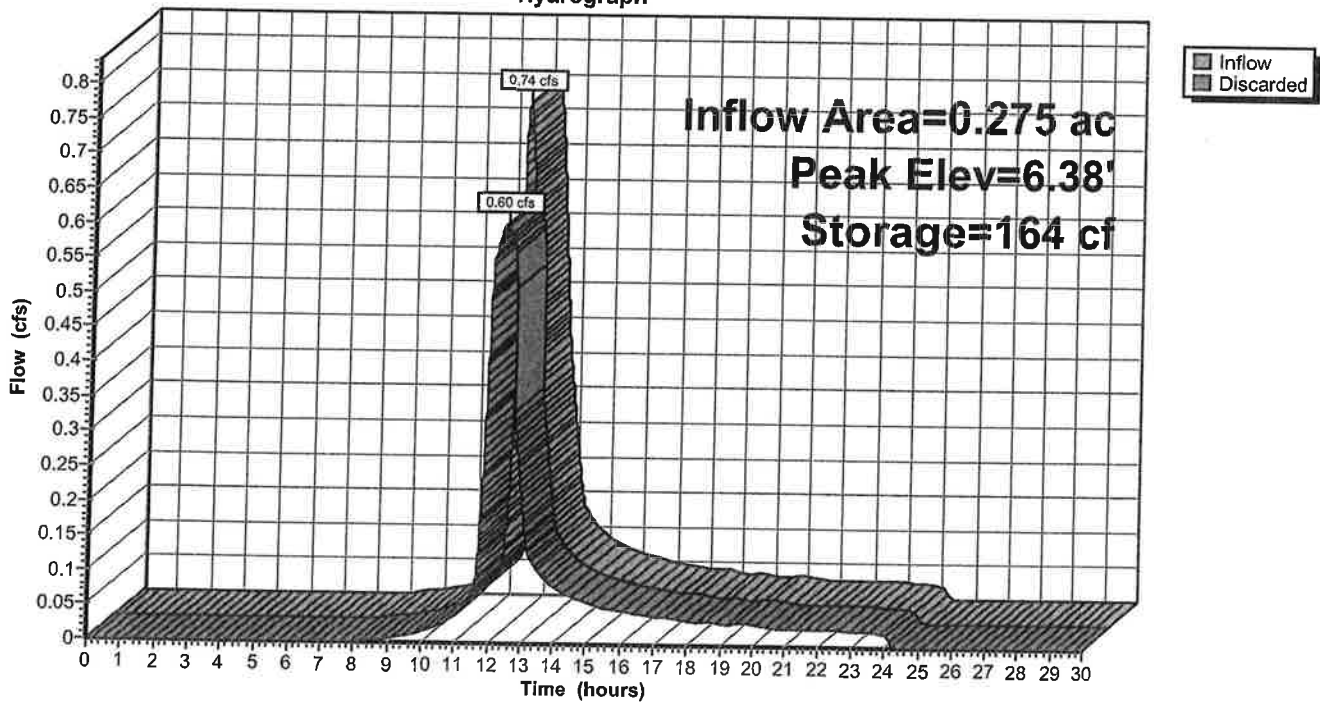
Volume	Invert	Avail.Storage	Storage Description
#1	6.25'	1,065 cf	24.00'W x 49.50'L x 0.75'H Prismatic Z=4.0

Device	Routing	Invert	Outlet Devices
#1	Discarded	6.25'	20.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 2.00' Phase-In= 0.01'

Discarded OutFlow Max=0.60 cfs @ 12.43 hrs HW=6.38' (Free Discharge)  
 1=Exfiltration ( Controls 0.60 cfs)

**Pond 3P: Dry Retention Pond**

Hydrograph





# MODRET

## TIME - RUNOFF INPUT DATA

**PROJECT NAME: PEZZEMINTI RECOVERY**

<b>STRESS PERIOD NUMBER</b>	<b>INCREMENT OF TIME (hrs)</b>	<b>VOLUME OF RUNOFF (ft<sup>3</sup>)</b>
Unsat	4.90	1,210.74
1	1.00	405.26
2	8.26	0.00
3	8.26	0.00
4	8.26	0.00
5	8.26	0.00
6	8.26	0.00
7	8.26	0.00
8	8.26	0.00
9	8.26	0.00

4A-17.1

# MODRET

## SUMMARY OF UNSATURATED & SATURATED INPUT PARAMETERS

**PROJECT NAME : Pezzeminti Recovery  
 POLLUTION VOLUME RUNOFF DATA USED  
 UNSATURATED ANALYSIS INCLUDED**

Pond Bottom Area	1,187.00 ft <sup>2</sup>
Pond Volume between Bottom & DHWL	1,616.00 ft <sup>3</sup>
Pond Length to Width Ratio (L/W)	2.00
Elevation of Effective Aquifer Base	-5.34 ft
Elevation of Seasonal High Groundwater Table	2.00 ft
Elevation of Starting Water Level	6.25 ft
Elevation of Pond Bottom	6.25 ft
Design High Water Level Elevation	7.00 ft
Avg. Effective Storage Coefficient of Soil for Unsaturated Analysis	0.24
Unsaturated Vertical Hydraulic Conductivity	10.00 ft/d
Factor of Safety	2.00
Saturated Horizontal Hydraulic Conductivity	10.00 ft/d
Avg. Effective Storage Coefficient of Soil for Saturated Analysis	0.26
Avg. Effective Storage Coefficient of Pond/Exfiltration Trench	1.00

**Hydraulic Control Features:**

	Top	Bottom	Left	Right
<b>Groundwater Control Features - Y/N</b>	N	N	N	N
Distance to Edge of Pond	0.00	0.00	0.00	0.00
Elevation of Water Level	0.00	0.00	0.00	0.00
<b>Impervious Barrier - Y/N</b>	N	N	N	N
Elevation of Barrier Bottom	0.00	0.00	0.00	0.00

## SOILS REPORT AND MAP INFORMATION

# MODRET

## SUMMARY OF RESULTS

**PROJECT NAME : Pezzeminti Recovery**

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft <sup>3</sup> )
00.00 - 0.00	2.000	0.000 *		
			0.00000	
0.00	2.000	0.08380		
			0.07354	
5.90	6.276	0.06327		0.00
			0.04888	
6.21	6.250	0.03905		0.00
			0.02921	
22.42	5.197	0.02480		0.00
			0.02038	
30.68	4.916	0.01809		0.00
			0.01581	
38.95	4.698	0.01437		0.00
			0.01294	
47.21	4.519	0.01194		0.00
			0.01094	
55.47	4.368	0.01020		0.00
			0.00945	
63.74	4.238	0.00888		0.00
			0.00831	
72.00	4.123			0.00

Maximum Water Elevation: 6.276 feet @ 5.90 hours Recovery @ 6.209 hours  
 \* Time increment when there is no runoff  
 Maximum Infiltration Rate: 2.949 ft/day

Headquarters  
11345 U.S. Highway 1  
Sebastian, FL. 32958  
Orlando  
723 Progress Way  
Sanford, FL. 32771



4A-19.1  
Mailing  
P.O. Box 78-1377  
Sebastian, FL. 32978  
Phone: 772-589-0712  
C.A. # 5693  
KSMengineering.net

Jerry Pezzeminti  
P.O. Box 33187  
Indialantic, FL 32951

February 21, 2024

**Re: 506 Third Avenue  
Melbourne Beach, Florida  
KSM Project #: 2400809-p**

Dear Mr. Pezzeminti:

As requested, KSM Engineering & Testing has performed a subsurface investigation at the above referenced site. Presentation of the data gathered during the investigation is included in this report.

#### Scope of Work and Professional Service Agreement:

The scope of work and the agreement to perform a geotechnical exploration is contingent upon KSM's January 25, 2023, proposal to Jerry Pezzeminti. The agreement was signed by Mr. Pezzeminti on January 26, 2023, and was returned to KSM thereafter. Following the return of the signed proposal the client requested that our scope of work be expanded to include the proposed residence. This additional scope of services was approved by Mr. Pezzeminti via email on February 1, 2024.

#### Site Description:

Location & Physiography – At the time of drilling, the site was found to be fairly flat. Vegetation on the site consisted mostly of light surface ground cover vegetation and many trees.

#### Project Description:

The following information is based, in part, on conversations with the client, our assumptions, and on our review of the Site plan sheet, which was provided to KSM by MeID Studio Architecture. Please contact KSM to submit the current plan sheets, once available, so we can make any adjustments and revise this report, if and as necessary. Brief summaries of the developmental features shown on the plans are described below.

Structure – It is our understanding that a two-story residential structure and pool is planned to be constructed on the site, and a shallow foundation system is preferred. KSM assumes that the anticipated loading conditions will range from 2.5 to 3.5 kips per linear foot along load bearing walls and that the maximum column loads, if applicable, will be less than 60 kips per column.

Grading – KSM has assumed that the rough graded building pad elevation and pavement covered areas will lie up to approximately 2 feet above the existing land surface.

KSM has not been furnished with design structural loading conditions, a grading plan, a foundation plan, or foundation settlement tolerances. Once determined, this information should be provided to KSM so that we may revise our recommendations and opinions as necessary.

The scope of our study consisted of the following tasks:

1. Performed soil borings within the approximate locations indicated by the client.
2. Measured the depth of the observed groundwater body at the boring.
3. Performed in-field "Usual Open Hole Test" procedures at the aforementioned boring location.
4. Collected soil samples necessary to estimate aquifer parameters.
5. Reviewed the soil samples and field soil boring logs (by a geotechnical engineer) in our laboratory.
6. Reviewed the publicly available USDA Soil Survey information for the site.
7. Evaluated the discovered subsurface conditions with respect to the proposed project and prepared estimated aquifer parameters for the tested locations.
8. Prepared this report to document our findings.

#### Site Investigation:

Subsurface Testing – All testing was performed in general accordance with applicable ASTM and/or Industry standards with a standard practice of care. KSM's site investigation program consisted of performing the following exploration operations and field tests:

- Two (2) Standard Penetration Test (SPT) borings, which were terminated at approximate depths ranging from 10 to 15 feet below the existing ground surface.
- One (1) SPT boring, denoted as PB, terminated at an approximate depth of 15 feet below the existing ground surface.

SPT "N" Value Interpretation	
Relative Density	Automatic Hammer
Very Loose	0 – 3
Loose	3 – 8
Medium Dense	8 – 24
Dense	24 – 40
Very Dense	>40

Soil Classification – The field soil boring logs and recovered soil samples were transported to KSM’s office from the project site. Following the completion of the field exploration activities, visual and tactile examination of the soil samples was performed by a geotechnical engineer to identify the engineering classification of the soil samples that were obtained in the field exploration. The visual classification of the samples was performed in general accordance with the current United Soil Classification System (ASTM D 2487).

General Subsurface Soil Classification Summary – The following table outlines the general subsurface conditions that were encountered during our investigation. Refer to the boring logs and location map for specific information regarding our interpretation of the field boring logs.

<b>Generalized Soil Profile</b>	
<b>Approximate Depth Below Grade (Feet)</b>	<b>Discovered Subsurface Conditions</b>
0 to 6	Loose to medium-dense fine sand
6 to 15	Medium-dense to very- dense fine sand and slightly silty fine sand with shell fragments

The records of the soils encountered, the penetration resistances, and groundwater levels are documented on the attached boring logs.

**Engineering Evaluation and Conclusions:**

Based on the information obtained from this site investigation, we are pleased to offer the following evaluations:

Foundation System Evaluation – It is KSM’s professional opinion that the proposed structure can be supported on conventional concrete, steel reinforced foundation pads, provided the underlying subgrade bearing soils are compacted in accordance with the procedures delineated in the site preparation recommendations and that the foundation is designed in accordance with the recommendations provided in the “Shallow Foundation” section of this report.

The following sections provide recommendations for the site preparation and foundation design.

**Site Preparation:**

Site Subgrade Preparation – KSM recommends that the building site subgrade be prepared for construction of the foundations and floor slab-on-grade by improving the in-place density of the soil that will support the structure within the zone where the stress from the structure will be primarily distributed. The following earthwork procedures are recommended:

1. Clearing and Grubbing – The proposed construction area, plus a minimum margin of five feet beyond the proposed limit of construction, should initially be prepared by removing any organic materials including roots and surface vegetation. The roots of the trees should be removed in their entirety. Stump grinding as a means of removing the root systems is not acceptable.
2. Building Pad and Pavement Area Subgrade Compaction – The exposed surface, created in step 1 above, should be graded level, moisture conditioned, and compacted. Sufficient passes of the roller should be made to produce an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D 1557) maximum dry density to a depth of 2 feet below the exposed surface. Testing should be done to confirm that the specified level of compaction has been achieved.
3. Grading – Upon completion of the compaction operation, the exposed surface should be filled to produce the desired line and grades. Structural fill containing less than 10% material that passing through the U.S. Standard No. 200 sieve that is cohesionless and free of debris and organic material should be placed in level lifts not more than 12-inches in loose thickness, moisture conditioned, and compacted to attain an in- place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D 1557) maximum dry density. Testing should be done to confirm that the specified level of compaction has been achieved.
4. Foundation Excavation and Subgrade Compaction – Excavate the compacted pad, within the proposed foundation footprints, to the proposed foundation subgrade elevation at the designated foundation locations. The exposed footing subgrade should then be compacted, if necessary, to attain an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D 1557) maximum dry density, to a depth of 24 inches below the footing subgrade surface. Testing should be done to confirm that the specified level of compaction has been achieved.
5. Utility, Foundation, Slab on Grade – Following the successful completion of the preparation of the foundation subgrade, foundation forms (if used) and steel reinforcement should be placed, and the foundation concrete should be cast, as necessary. Any backfill that is placed adjacent to the foundations, as well as backfill placed in utility trench excavations within the building pad, should be likewise compacted to attain or exceed 95 percent of the Modified Proctor (ASTM D 1557) maximum dry density. Testing should be done to confirm that the specified level of compaction has been achieved.

Compaction Equipment – KSM recommends using heavy vibratory equipment on this site with caution, due to the proximity of the neighboring structures and the potential that ground vibrations created by the compaction machinery might be transmitted and cause damage to the nearby structures. In the event that the operations are found to transmit such harmful vibrations, KSM recommends that non-vibratory compaction methods be substituted to execute the recommended earthwork procedures delineated above.

Compaction Testing – It is KSM's recommendation that compaction tests in the excavated footings should be conducted prior to placement of any steel or concrete. The in-place density tests should be conducted at every column footing and at a frequency of once for every 100



506 Third Avenue  
 Melbourne Beach, Florida  
 KSM Project #: 2400809-p



linear feet in the footing trench excavations. The subgrade and each lift (12-inch max loose thickness) of fill should be tested for compaction at a frequency of no less than one test per 2,500 sf of building area, per lift, and one test per 10,000 sf of pavement area, per lift, with a minimum of 4 tests in each area prepared. The placement and frequency of testing can be modified at the discretion of the site contractor and the onsite soils technician based on the requirements of the project as stated by the Engineer of Record. In-place density of the compacted soil can be measured using a nuclear density gauge or any other ASTM approved method to determine percent compaction.

Temporary Dewatering – Given the recorded depths to the groundwater surface, together with the expected scope of earthwork operations, KSM expects that temporary dewatering of shallow excavations will not be a necessary part of the earthwork operations. In the event that the installation of components of the new structures requires that compaction operations be performed within 2 feet of the prevailing groundwater levels, temporary dewatering may become necessary. The actual method of dewatering should be determined by the contractor. KSM recommends drawing down the water table to a level that is not less than 2 feet below the exposed bottom of excavations to avoid compaction related issues.

**Shallow Foundation:**

The adoption of the following recommended design parameters are predicated on the execution of the Site Preparation recommendations given herein above, and on KSM's experience with similarly loaded structures, as stated in the "Project Description" section of this report. If the size of the designed foundations, based on the parameters provided, exceed the recommended maximum dimensions, the structural engineer should notify KSM so that we can review the design foundation and loading conditions, and provide additional site preparation recommendations, foundation recommendations, and settlement calculations, as needed.

<b>Design Parameters</b>		
<b>Description</b>	<b>Isolated Footing</b>	<b>Continuous Footing</b>
Estimated Allowable Bearing Pressure	2,000 psf	2,000 psf
Minimum Embedment Below Finished Grade	16 inches	16 inches
Minimum Width	24 inches	16 inches
Maximum Width	72 inches	36 inches
Approximate Total Settlement	< 1 inch	< 1 inch
Approximate Differential Settlement	< 1/2 of an inch between similarly loaded columns	< 1/2 of an inch over 40 feet

Based on the expected response of the discovered subsurface conditions to applied foundation loads, KSM expects that the majority of the settlement of the structure should occur as the weight of the structure components are applied to the foundations, during the construction and erection of the structure.

## Floor Slabs:

A conventional slab-on-grade ground floor can be used in the "at grade" portion of the structure. We recommend the disturbed subgrade below the floor slab be re-compacted to meet or exceed 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) prior to placement of the concrete. We recommend that control joints be installed in the slab at frequent intervals to reduce the potential for the development of shrinkage cracks at unintended locations in the finished floor surface.

The installation of a moisture barrier is recommended beneath the floor slab, to prevent moisture migration from the underlying soil, which could lead to dampness of the slab and the potential poor performance of floor finishes (carpet, tile, etc.).

## Pool:

Soil Supported Foundation – Based on the discovered subsurface conditions, it is our professional opinion that the proposed swimming pool can be designed and constructed using an allowable soil bearing pressure of 2,500 pounds per square foot provided the following site preparation recommendations are followed.

Excavation Stability and Protection of Adjacent Structures – Due to the proximity of existing structures in relation to the proposed excavation area, it is important for the contractor to ensure that all necessary precautions are taken to ensure that the foundations that support the adjacent structures are not undermined at any point during construction. It is recommended that the contractor design and execute the excavation to be in compliance with OSHA standards. If required, lateral excavation support and/or underpinning the foundations of the adjacent structures should be performed to protect the adjacent structures from damage.

Pool Area Excavation – Begin excavating the pool area to the desired elevations. When excavating the pool area, the contractor shall contact KSM if any debris, organic material, or very loose/soft material is encountered. KSM does not recommend performing any over excavations without receiving our guidance.

Pool Shell Backfill – Backfill material behind the pool shell shall consist of clean granular sand with less than 10% "fines" passing the U.S. No. 200 sieve and be free of debris or organic material. Backfill material around the pool should be placed in loose lifts not to exceed 12 inches in thickness and compacted, per lift, to no less than 95% of its modified dry Proctor value (ASTM D1557). Testing shall be performed on the backfill in accordance with local building department requirements.

Pool Area Groundwater Control – The contractor is responsible for ensuring that the groundwater is kept below the lowest working area to facilitate proper material placement and ensure compaction is in accordance with this report's recommendations. If required, dewatering operations should not be discontinued until there is a sufficient amount of load applied to resist buoyancy forces.

### Estimated Aquifer Parameters:

Factor of Safety – KSM has not applied a factor of safety to the estimated aquifer parameters delineated within this report. The Engineer of Record is responsible for applying the appropriate factor(s) of safety to the estimated aquifer parameters contained within this report for use in their design.

In-Field Testing – At the test location, a Usual Condition Test was performed in general conformance with the South Florida Water Management District described procedures for the 'Usual Open-Hole Test' method.

In-Field Testing – Estimated Aquifer Parameters		
Test Location (See Location Plan)	Approximate Test Depth (ft)	Hydraulic Conductivity (CFS/SF- Ft Head)
P-1	5'	$8.9 \times 10^{-4}$

Laboratory Testing and Professional Judgement – Selected samples obtained from our site investigation were tested in our laboratory in general accordance with ASTM D2434.

Laboratory Testing – Estimated Aquifer Parameters			
Test Location (See Location Plan)	Stratum Depth Range (ft)	Horizontal Flow Rate (in/hr)	Vertical Flow Rate (in/hr)
P-1	0 – 1	35.7	33.5
	1 – 4	40.4	37.9

NRCS Surficial Soil Information – Mapping of this area of Florida, performed by the USDA, Natural Resources Conservation Service (NRCS), indicates that the following USDA soil mapping units were identified:

- 72–Welaka sand.

Seasonal Groundwater Fluctuation – The following table delineates the observed groundwater surface depths, together with the estimated normal wet season and normal dry season water table depths (below existing grade) for the test location. This estimate is based upon our interpretation of existing site conditions and a review of the USDA, NRCS Soil Survey.

Water Table Observations			
Test Location (See Location Plan)	Depth (feet) Below Existing Grade		
	Observed Water Table	Estimated Wet Season Water Table	Estimated Dry Season Water Table
P-1, PB-1	6.6' Below Grade	5.0' Below Grade	8.0' Below Grade

Hydrologic Soil Group (HSG) Classification and Estimated Fillable Porosity – The HSG classification was estimated based on our interpretation of the estimated aquifer parameters at the time of our investigation and guidance provided by the USDA National Engineering Handbook. KSM has estimated the fillable porosity of the soils above the estimated wet season water table.

HSG and Estimated Fillable Porosity		
Location	HSG	Fillable Porosity
P-1	A	30%

Closure:

Recommendations and Opinions – The Designated Engineer of Record should attach this report to the Final Report that is part of the Permit.

The estimated aquifer parameters are based, in part, on our understanding of published peer reviewed resources and our interpretations and evaluations of the discoveries of our site investigation and lab results. If additional geotechnical parameters or recommendations are desired, please contact our office. Upon request KSM will provide a scope and fee for any requested additional services.

Structural Engineer Responsibilities - Based upon our subsurface investigation at the above-mentioned project location, the reliance of the recommendations presented within this signed and sealed report is predicated on KSM representative's involvement to verify that not only have the soils been prepared following the indicated recommendations, but the foundations are installed in compliance within the parameters indicated. The Structural Engineer of Record is responsible for confirming that the estimated capacities provided are adequate for the anticipated loading. If additional capacity is required, KSM is to be notified so that our recommendations can be amended as required.

Standard of Care - This report has been prepared in accordance with generally accepted soil and foundation engineering practices based on the results of the test borings and the assumed loading conditions. The procedural standards noted in this report are in reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgement. No warranties, either expressed or implied, are intended or made. Soil variations across the site should be expected. If variations appear evident during the course of construction, it would be necessary to re-evaluate the recommendations of this project.

506 Third Avenue  
Melbourne Beach, Florida  
KSM Project #: 2400809-p

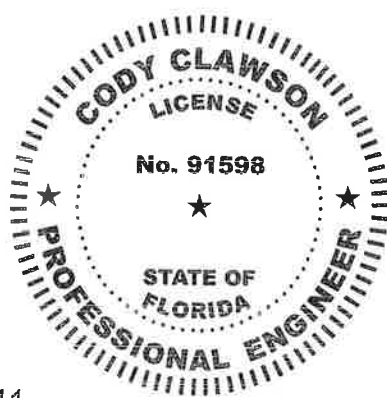
4A:23.1  
**KSM ENGINEERING  
AND TESTING**

77

Limitations - Environmental conditions, wetland delineation, karst activity, water quality, and municipal requirements are not a part of this report.

We are pleased to have been of assistance to you in this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.

Respectfully,



*maitland melnyk*  
Maitland D. Melnyk, E.I.  
Geotechnical Engineer  
Florida E.I. No. 1100024241  
CCC/cv/MDM

Cody C. Clawson, P.E.  
Geotechnical Engineer  
Florida Lic. No. 91598

Email to: [jspezzeminti@gmail.com](mailto:jspezzeminti@gmail.com); [erin.trauger@gmail.com](mailto:erin.trauger@gmail.com); [lois@meldarch.com](mailto:lois@meldarch.com)



KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
 Fax: (772)-589-6469

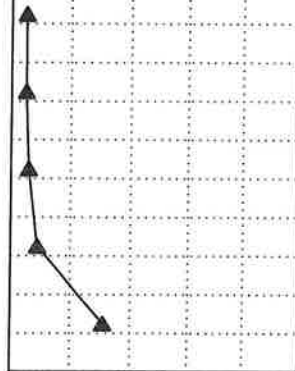
**BORING NUMBER B-1**

PAGE 1 OF 1

CLIENT Jerry Pezzeminti PROJECT NAME 506 Third Avenue  
 PROJECT NUMBER 2400809-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 2/13/24 COMPLETED 2/13/24 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD SPT Automatic Hammer  AT TIME OF DRILLING 6.6 ft  
 LOGGED BY NV/MC CHECKED BY CCC AT END OF DRILLING \_\_\_\_\_  
 NOTES See Attached Location Plan AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲			
								20	40	60	80
								PL	MC	LL	
								20	40	60	80
								□ FINES CONTENT (%) □			
								20	40	60	80
0		Light Brown Sand	X SS		1-2-3 (5)						
		Yellowish Brown Sand	X SS		2-2-3 (5)						
5		Light Brown Sand with Traces of Shell Fragments	X SS		3-3-3 (6)						
				X SS		1-4-5 (9)					
10				X SS		10-15-16 (31)					

Bottom of borehole at 10.0 feet.



GEOTECH-BH PLOTS - GINT STD US LAB.GDT - 2/16/24 15:28 - K:\KSM FILES\24 DOCS (KSM-SERVER)\2400809\SOIL INVESTIGATION\2400809-P.GPJ



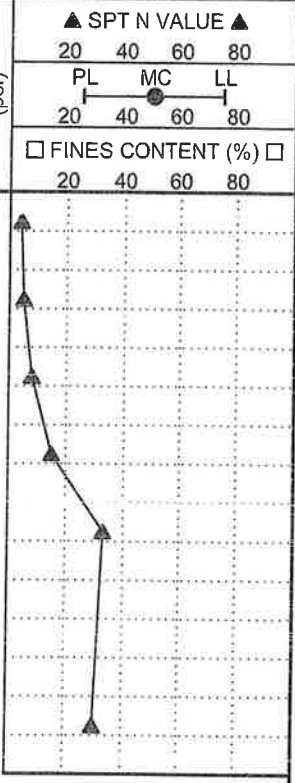
KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
 Fax: (772)-589-6469

**BORING NUMBER B-2**  
 PAGE 1 OF 1

CLIENT Jerry Pezzeminti PROJECT NAME 506 Third Avenue  
 PROJECT NUMBER 2400809-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 2/13/24 COMPLETED 2/13/24 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD SPT Automatic Hammer ∇ AT TIME OF DRILLING 5.8 ft  
 LOGGED BY NV/MC CHECKED BY CCC AT END OF DRILLING \_\_\_\_\_  
 NOTES See Attached Location Plan AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲					
								20	40	60	80		
0		Yellowish Brown Sand	X SS		1-2-2 (4)								
		Light Brown Sand with Traces of Shell Fragments	X SS		2-2-3 (5)								
			X SS		4-4-4 (8)								
			X SS		5-7-8 (15)								
			X SS		10-15-18 (33)								
		Light Brown Slightly Silty Sand with Shell Fragments	X SS		9-10-20 (30)								

Bottom of borehole at 15.0 feet.



GEOTECH BH PLOTS - GINT STD US LAB.GDT - 2/16/24 15:28 - K:\KSM FILES\24 DOCS (KSM-SERVER)\2400809\SOIL INVESTIGATION\24\0809-P.GPJ



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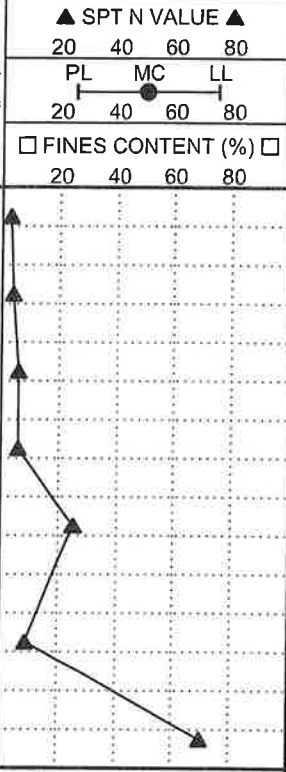
**BORING NUMBER PB-1**

PAGE 1 OF 1

CLIENT Jerry Pezzeminti PROJECT NAME 506 Third Avenue  
 PROJECT NUMBER 2400809-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 2/13/24 COMPLETED 2/13/24 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD SPT Automatic Hammer ▽ AT TIME OF DRILLING 6.6 ft  
 LOGGED BY NV/MC CHECKED BY CCC AT END OF DRILLING \_\_\_\_\_  
 NOTES See Attached Location Plan AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲					
								20	40	60	80		
0		Light Brown Sand	X SS		1-1-2 (3)								
		Yellowish Brown Sand	X SS		2-2-2 (4)								
5		Light Brown Sand with Traces of Shell Fragments	X SS		3-3-3 (6)								
				X SS		2-2-4 (6)							
10				X SS		9-10-15 (25)							
				X SS		4-4-5 (9)							
15			Light Brown Slightly Silty Sand with Shell Fragments	X SS		25-30-40 (70)							

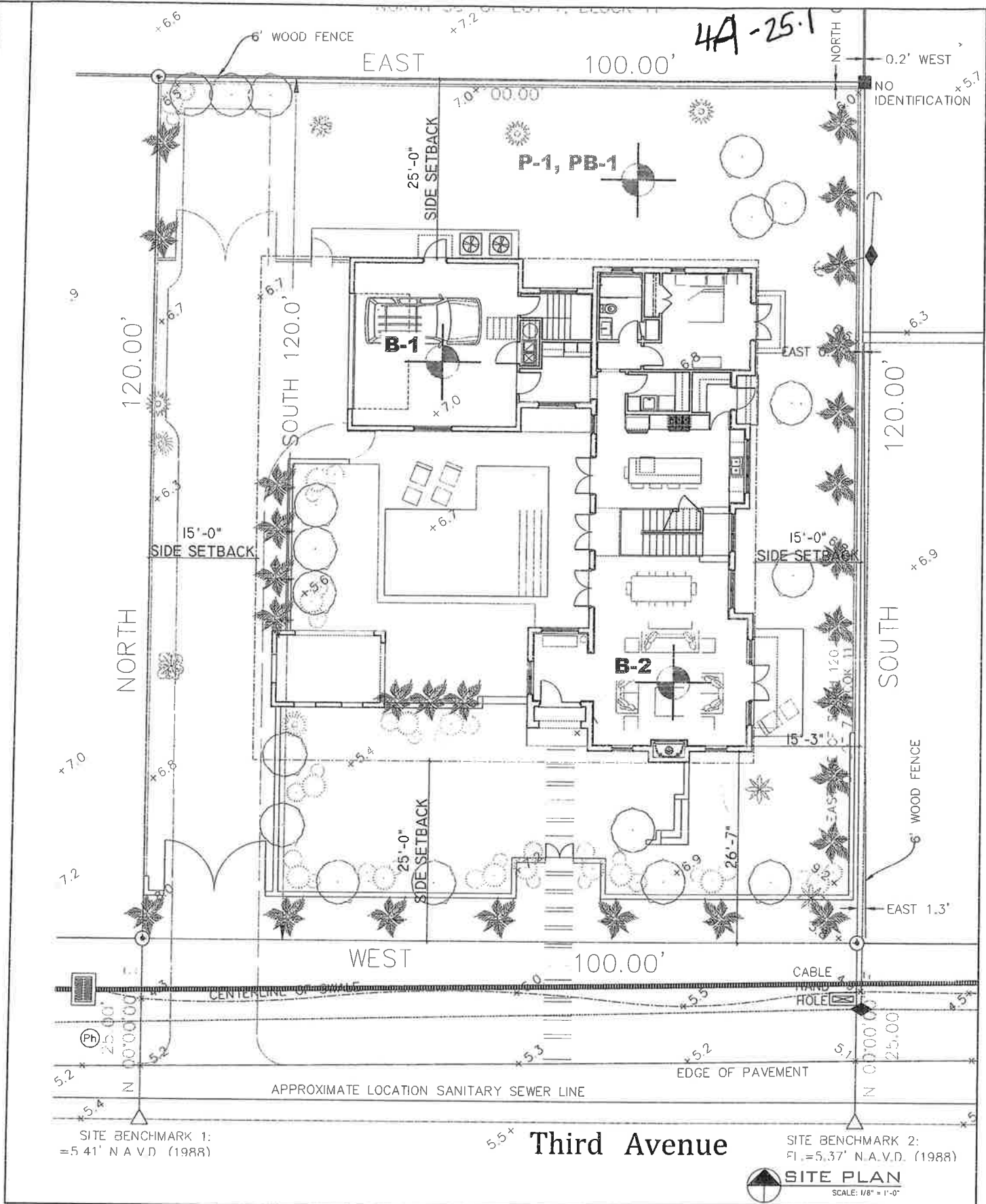
Bottom of borehole at 15.0 feet.



GEOTECH BH PLOTS - GINT STD US LAB.GDT - 2/16/24 15:28 - K:\KSM FILES\24 DOCS (KSM-SERVER)\2400809\SOIL INVESTIGATION\2400809-P.GPJ



4A-25.1



SITE BENCHMARK 1:  
 =5.41' N A.V.D. (1988)

SITE BENCHMARK 2:  
 F1 = 5.37' N.A.V.D. (1988)

**SITE PLAN**  
 SCALE: 1/8" = 1'-0"

**APPROXIMATE LOCATION OF SOIL TESTING**

**PROJECT:** 506 Third Avenue, Melbourne Beach, Florida

SHEET 1 OF 2  
 PERMIT #:  
 PROJECT #: 2400809-p



DRAWN BY: C.V.  
 DESIGNED BY: C.C.C.  
 DATE: 20240216  
 SCALE: NOT TO SCALE



Google Earth

3rd Ave



# USDA SOILS SURVEY

72—Welaka sand

PROJECT: 506 Third Avenue, Melbourne Beach, Florida

SHEET 2 OF 2

PERMIT #:

PROJECT #: 2400809-soils

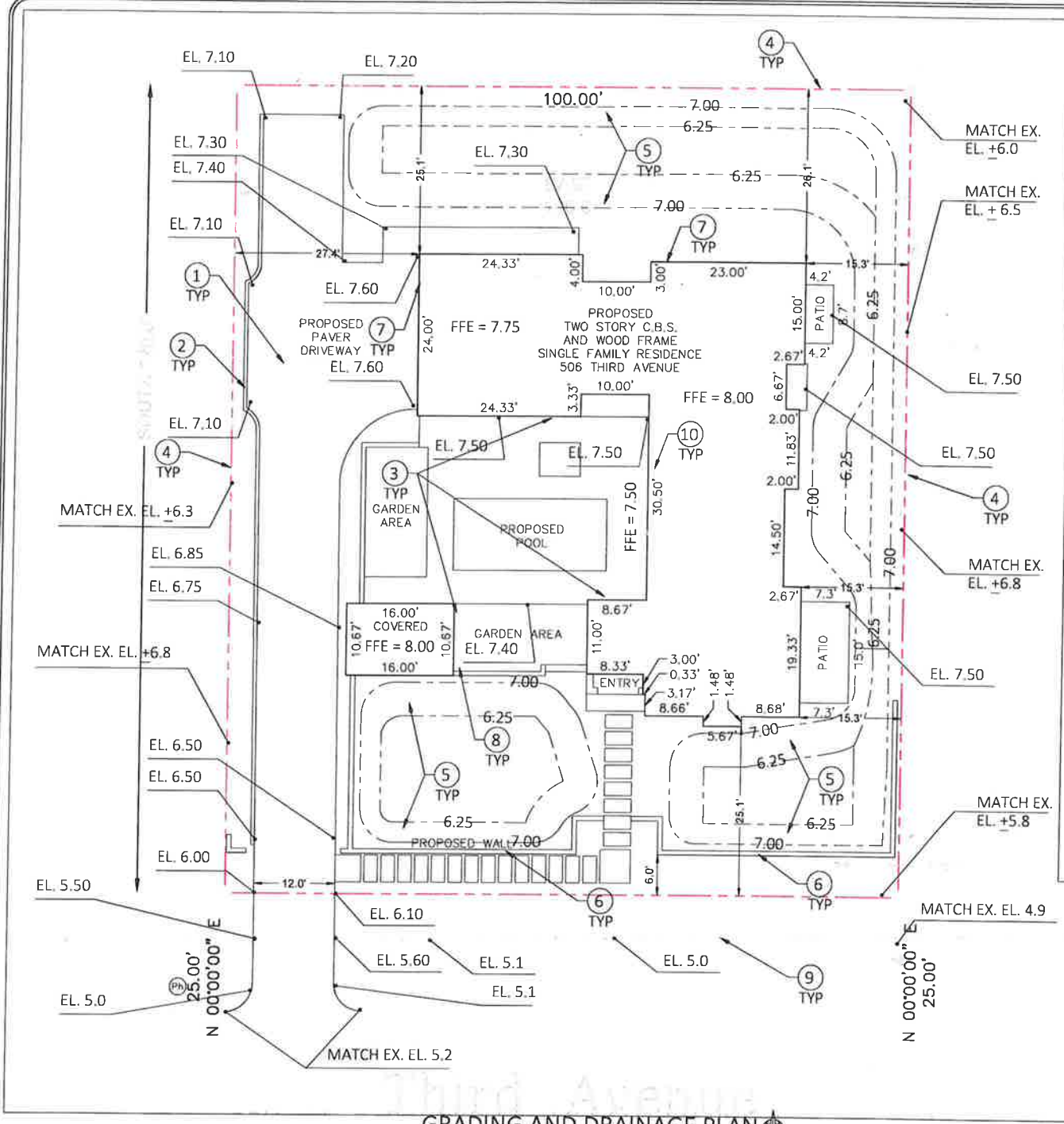
**KSM ENGINEERING AND TESTING**

DRAWN BY: C.V.

DESIGNED BY: C.C.C.

DATE: 20240216

SCALE: NOT TO SCALE



**GRADING AND DRAINAGE PLAN**  
1"=10'

**CIVIL DRAINAGE NOTES:**

1. PROVIDE BELGARD AQUALINE OR EQUIVALENT PERVIOUS PAVEMENT SECTION PER MANUFACTURER'S SPECIFICATIONS FOR DRIVEWAY CONSTRUCTION. CONTRACTOR TO COORDINATE COLOR DETAILS WITH ARCHITECTURAL AND OWNER TEAM PRIOR TO MATERIAL ORDER.
2. PROVIDE 4" RAISED CURB OR PAVEMENT EDGING AT WEST SIDE OF DRIVEWAY. CONTRACTOR TO COORDINATE MATERIAL CHOICE WITH ARCHITECTURAL AND OWNER TEAM PRIOR TO MATERIAL ORDER.
3. PROVIDE GUTTER AND DOWNSPOUT COLLECTION FOR ROOF ALONG WEST SIDE OF HOUSE WITH CONNECTIONS AND DISCHARGE TO PROPOSED DRY RETENTION SWALES. CONTRACTOR TO COORDINATE ADDITIONAL UNDERGROUND STORMWATER PIPES AS NECESSARY WITH ARCHITECTURAL AND POOL DESIGN TEAM TO ENSURE DRAINAGE COLLECTION FROM POOL COURTYARD INCLUDING GARDENS AS NEEDED. CONTACT ENGINEER OF RECORD WITH ANY REVISIONS.
4. CONTRACTOR TO COORDINATE GRADING ALONG COMMON LOT LINES WITH ADJACENT NEIGHBORS TO ENSURE CONTINUED POSITIVE DRAINAGE. CARE TO BE TAKEN DURING GRADING EFFORTS TO MAINTAIN EXISTING DRAINAGE PATHS OF ADJACENT NEIGHBORS WHICH SHALL NOT BE BLOCKED.
5. PROVIDE DRY RETENTION SWALES AS REFLECTED IN PLAN VIEW WITH PERIMETER SIDE SLOPE OF 3:1 AND SIDE SLOPE OF 5:1 NEXT TO RESIDENTIAL STRUCTURE. GRASS IN POND BOTTOM SHALL BE EITHER SEE AND MULCH OR SAND GROWN SOO.
6. PROVIDE 8" X 16" DRAINAGE OPENINGS IN PRIVACY WALL 8" ON CENTER WITH BOTTOM ELEVATION AT 7.0' TO ALLOW STORMWATER TO PASS TO THE SOUTH INTO THE DRAINAGE COLLECTION ALONG THIRD AVENUE. CONTRACTOR TO ENSURE PLACEMENT OF WALKWAY TO SOUTH OF WALL DOES NOT BLOCK FLOW.
7. SEE ARCHITECTURAL PLAN FOR ROOF DRAINAGE AND DOWNSPOUT COLLECTION. ROOF DRAIN COLLECTION SHOULD BE DIRECTED TO PROPOSED DRY RETENTION AREAS.
8. PROVIDE 6" ADS N-12 UNDERGROUND STORMWATER COLLECTION PIPES WITH WATER TIGHT JOINTS TO EXTEND AT A MINIMUM 1% SLOPE WITH A MINIMUM COVER OF 12" FROM COURTYARD AND DOWNSPOUT COLLECTION SYSTEMS. PROVIDE YARD DRAIN BUBBLE UP CONNECTION IN STORMWATER POND WITH TOP OF DRAIN AT 6.0 AND INVERT FIELD CUT. CONTRACTOR TO FIELD COORDINATE FINAL LOCATIONS WITH ARCHITECT AND ENGINEER OF RECORD.
9. CONTRACTOR TO GRADE AND SOD SHALLOW SWALE IN RIGHT OF WAY ALONG PROPERTY LENGTH TO ENSURE CONTINUED POSITIVE DRAINAGE TO THE EAST FROM THE NEW DRIVEWAY TO EXISTING INLET. SEE PLAN VIEW FOR CENTERLINE ELEVATIONS. SOD TO MATCH EXISTING IN RIGHT OF WAY.
10. FOOTPRINT PROVIDED BY ARCHITECT AND SURVEYOR. ANY DIMENSIONS ON GRADING PLAN FOR REFERENCE ONLY. CONTRACTOR TO ENSURE CORRECT DIMENSIONS INCLUDED PRIOR TO CONSTRUCTION.

**GENERAL INFORMATION:**

**CONTACT INFORMATION**

**OWNER**  
JERRY'S PEZZEMINI  
P.O. BOX 33187  
INDIALANTIC, FL 32903

**CIVIL ENGINEER:**  
TRAUGER CONSULTING ENGINEERS, INC.  
ERIN TRAUGER, P.E.  
2210 FRONT STREET STE 204  
MELBOURNE, FL 32901  
TEL: 321-652-5316  
E-MAIL: ERIN.TRAUGER@GMAIL.COM

**SURVEYOR:**  
WILLIAM MOTT LAND SURVEYING, INC.  
4875 NORTH WICKHAM ROAD, SUITE 105  
MELBOURNE, FL 32940  
TEL: 321-751-4444

**ARCHITECT:**  
MELD STUDIO ARCHITECTURE, LLC  
LOIS TORVIG, ARCHITECT  
1542 GUAVA AVE. UNIT A  
MELBOURNE, FL 32935  
TEL: 321-571-2702

**LEGAL DESCRIPTION:**

(PER O.R.B. 9372, PG. 31.1)

THE EAST 100 FEET OF THE SOUTH 120 FEET OF LOT 7, BLOCK 11, RESUBDIVISION OF BLOCKS 11, 20, 21, 30 AND 31, WILCOX PLAT OF MELBOURNE BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 51, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**DRAINAGE CALCULATIONS:**

**SITE DATA**

TOTAL ACREAGE: 0.28 ACRES  
F.L.R.M. #12009C045G THIS PROPERTY LIES IN FLOOD ZONES "AE" AND "X"  
PARCEL ID: 28-38-07-02-11-7-02  
TAX ACCOUNT NUMBER: 3020172  
ADDRESS: 506 THIRD AVENUE, MELBOURNE BEACH, FL 32951

**SITE DRAINAGE COVERAGE CALCULATIONS**

PROPOSED LOT COVERAGE	SF	ACRE	PERCENT
BUILDING:	2,340	0.05	20%
IMPERVIOUS:	3,645	0.16	28%
TOTAL IMPERVIOUS	5,985	0.14	50%
PERVIOUS:	6,015	0.14	50%
TOTAL GROSS AREA:	12,000	0.28	100%

**GENERAL NOTES:**

1. CONTRACTOR SHALL BECOME FAMILIAR AND COMPLY WITH ALL PERMITS AND PERMIT CONDITIONS. CONTRACTOR SHALL OBTAIN PERMISSION FROM ALL NECESSARY PERMIT AGENCIES PRIOR TO COMMENCING SITE WORK.
2. ALL AREAS DISTURBED OFF-SITE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION THAN PRE-CONSTRUCTION.
3. ANY SHORELINE REVETMENTS REQUIRE DESIGN AND PERMITTING BY OTHERS WITH INFORMATION INCLUDED FOR ELEVATION REFERENCE AS PART OF STORMWATER DESIGN.
4. SLOPE ALL SIDEWALKS TO FLOW AWAY FROM BUILDING WITH MAXIMUM 2% CROSS SLOPE.
5. PROVIDE CONSTANT SLOPE BETWEEN ALL SPOT ELEVATIONS.
6. CONTRACTOR SHALL PROVIDE SILT FENCE AROUND PROJECT AREA AS REQUIRED BY FDEP AND MELBOURNE BEACH. ALL WASTE SHALL BE DISPOSED OF OFF-SITE IN A SAFE AND LEGAL MANNER UNLESS OWNER SPECIFICALLY REQUESTS OTHERWISE.
7. ALL SLOPES 4H:1V OR STEEPER SHALL BE SODDED. ALL SLOPES STEEPER THAN 3H:1V SHALL BE SODDED AND STAKED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC ROADWAYS, EASEMENTS, CURBS, SIDEWALKS, DRAINAGE SYSTEM, BENCHMARKS, OR UTILITIES AS A DIRECT RESULT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL BOUNDARY CORNERS AND BENCHMARKS DISTURBED OR DESTROYED DURING CONSTRUCTION REPLACED BY A FLORIDA LICENSED LAND SURVEYOR.
9. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 6" BELOW FINISHED FLOOR UNLESS IDENTIFIED OTHERWISE BY ARCHITECT/HOME BUILDER OR ON GRADING PLAN. ALL LOT GRADINGS SHALL COMPLY WITH APPLICABLE FLORIDA BUILDING CODES.
10. THIS PLAN HAS BEEN PREPARED WITH A BASE SURVEY, FOOT PRINT AND LAYOUT PROVIDED BY MELD ARCHITECTURE AND WILLIAM MOTT LAND SURVEYING INC. CIVIL ENGINEER DOES NOT WARRANT THE ACCURACY OF THE RECORD SURVEY NOR HAVE THEY COMPLETED THE DESIGN FOR THE SITE LAYOUT.
11. SEE ARCHITECTURAL/HOME BUILDER DRAWINGS FOR BUILDING DIMENSIONS AND LAYOUT, SEE PLUMBING, MECHANICAL, ELECTRICAL AND LANDSCAPING DRAWINGS FOR UTILITY CONNECTION LOCATIONS, HEATING/AC, ELECTRICAL AND LANDSCAPING INFORMATION.
12. SWPPP IS NOT INCLUDED. CIVIL ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF EROSION AND SEDIMENT CONTROLS OR OTHER POLLUTION PREVENTION PRACTICES FOR THIS PROJECT.
13. CLEARING SPECIFICATIONS, UTILITY DESIGN, PAVING AND OTHER SITE MATERIALS AND SPECIFICATIONS ARE NOT INCLUDED. CIVIL ENGINEER NOT RESPONSIBLE FOR THE DESIGN SPECIFICATIONS RELATED TO THESE ITEMS. CONTRACTOR TO CONSULT GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION TO ENSURE SOILS AS ANTICIPATED FOR DESIGN.
14. BOUNDARY, TOPOGRAPHIC AND EXISTING INFORMATION INDICATED ON THESE DRAWINGS ARE PER FIELD DATA SUPPLIED BY WILLIAM MOTT LAND SURVEYING, INC. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE INFORMATION AND PROTECT SAME FROM DAMAGE DURING THE CONSTRUCTION PHASE. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
15. THIS IS A SPECIFIC PURPOSE DRAWING SET, FOR THE PERMITTING AND THE CONSTRUCTION OF A STORMWATER TREATMENT AREA THE ENGINEER CERTIFIES THESE DRAWINGS ONLY FOR THE CONSTRUCTION OF THAT INFORMATION AND NO OTHER PERMITTING AND CONSTRUCTION USES.
16. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SETBACKS PRIOR TO STARTING CONSTRUCTION.

**SURVEYOR LEGEND:**

**LEGEND:**

N.A.V.D. (1988)	■ NORTH AMERICAN VERTICAL DATUM (1988)
N.G.V.D. (1929)	■ NATIONAL GEODETIC VERTICAL DATUM (1929)
—	— CENTERLINE
---	--- PROPERTY LINE
○	○ 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET
●	● IRON MARKER FOUND (SIZE AND L.D. AS NOTED)
○	○ 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3605" SET
■	■ 4"x4" CONCRETE MONUMENT FOUND
□	□ 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET
▲	▲ NAIL & DISK FOUND
△	△ NAIL & DISK MARKED "LB 3608" SET
○	○ IRON ROD PREVIOUSLY SET
□	□ CONCRETE MONUMENT PREVIOUSLY SET
▲	▲ NAIL & DISK PREVIOUSLY SET
⊞	⊞ UNDERGROUND CABLE HANDHOLE L <sub>6</sub> ELECTRIC, TV CABLE AND COMMUNICATIONS
⊞	⊞ WOOD POWER POLE
⊞	⊞ WATER METER / SERVICE
⊞	⊞ REUSE METER / SERVICE
⊞	⊞ FINE HYDRANT WITH VALVE ASSEMBLY
⊞	⊞ VALVE L <sub>6</sub> WATER, REUSE AND SEWER
⊞	⊞ CABLE PEDESTAL
⊞	⊞ IRRIGATION CONTROL VALVE
⊞	⊞ STORM DRAINAGE MANHOLE
⊞	⊞ SANITARY SEWER MANHOLE
⊞	⊞ SEWER CLEANOUT

**SURVEYOR NOTES:**

1. PURPOSE OF DOCUMENT: MAP OF BOUNDARY SURVEY/PLOT PLAN.
2. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON, EXCEPT AS CALLED FOR BY THE PLAT, ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO SEARCH OF PUBLIC RECORDS FOR SUCH.
3. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHTS-OF-WAY ARE LOCATED AND SHOWN HEREON. THE SURVEYOR HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY ENCRDACH.
4. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF EAST FOR THE NORTH RIGHT-OF-WAY LINE OF THIRD AVENUE. SAID BEARING IS IDENTICAL WITH THE PLAT OF RECORD.
5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) No. 515, COMMUNITY No. 125128, SUFFIX G, EFFECTIVE DATE: MARCH 17, 2014.
6. USE ONLY BOUNDARY MONUMENTATION FOR CONSTRUCTION OF FENCES AND OTHER IMPROVEMENTS DIMENSIONS FROM A FIXED IMPROVEMENT TO THE BOUNDARY MAY BE FROM THE FOUNDATION AND MAY NOT INCLUDE EXTERIOR FINISHES SUCH AS STUCCO OR SIDING.
7. THE CLIENT IS ADVISED THAT THE TERM "FINISHED" AS IT APPLIES TO FLOOR ELEVATIONS PERTAINS TO THE MAIN LIVING FLOOR OF THE STRUCTURE AND IS NOT INTENDED TO BE CONSTRUED AS THE GARAGE OR ANY OTHER SECONDARY FLOOR.

**TRAUGER CONSULTING ENGINEERS**  
2210 FRONT STREET STE 204, MELBOURNE, FL 32901  
Erin.Trauger@gmail.com | 321.372.2066 | 321.652.5316

REV#	DATE	REVISION

**506 THIRD AVENUE**  
MELBOURNE BEACH, FLORIDA  
**GRADING AND DRAINAGE PLAN**

Erin Trauger  
DATE: 4-16-2024  
TOWNSHIP: 28  
RANGE: 38  
SECTION: 07  
SCALE: 1" = 10'  
DRAWING NO: C-1  
PROJECT: 23-XXXX

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ERIN TRAUGER, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.





## 506 3<sup>rd</sup> Ave Residence

Melbourne Beach, FL 32951



### Client Information:

Jerry S Pezzeminti  
 PO Box 33187  
 Indialantic, FL 32903  
 321-604-5417

### Project Information:

506 3rd Avenue  
 Melbourne Beach, FL 32951

Land Description: The East 100 feet of the South 120 feet of Lot 7, Block 11, Resubdivision of Blocks 12,20,21,30 and 31, Wilcox Plat of Melbourne Beach, according to the map or plat thereof, as recorded in Plat Book 10, Page 51, Public Records of Brevard County, Florida.

Parcel Number: 28-38-07-02-11-7.02

**melD**  
**studio**  
 ARCHITECTURE



**Architect:**

MelD Studio Architecture, LLC  
 Lois Torvik, Architect  
 1542 Guava Ave. Unit A  
 Melbourne, FL 32935  
 321-428-3869

**Structural Engineer:**

MK Structural Engineer  
 Mike Kalajian  
 321-600-0672

**Project Narrative:**

This is a new, single family two-story home located at 506 3<sup>rd</sup> Avenue in Melbourne Beach. The lot has been vacant and undeveloped to this date. The main living areas and a guest bedroom of the home are located on the first floor, with the primary suite and additional bedrooms on the second floor. Connected to the house is a two-car garage with conditioned office space above. The exterior of the house features stucco on masonry block, wood rafter tail details and an architectural shingle roof.

**General Location:**

Located on the north side of Third Ave, midblock of the 300 block.

**General Lot Information:**

Area (in acreage): 0.28 acres  
 Area (in square feet): 12,000 sq. ft.

**Set Back Lines:**

Front: 25'-0"  
 Side: 15'-0"



ARCHITECTURE

Rear: 25'-0"

Zoning Classification: 1RS Single-Family Residence

Lot Dimension: 120.00' x 100.00'

**General Project Information:**

Proposed Use: Single-Family Residential

Number of Stories: Two-Stories

Garage Spaces: Two

Existing Grade: 5.80'-9.20'

Finish Floor Elevation 8.00'

Building Height: 35.17' (27'-2" A.F.F.)

Lot Coverage:

Principal Lot Coverage: 20.82 %

**Area Calculations:**Conditioned Space:

First Floor:	1,710	sq. ft.
Second Floor:	1,382	sq. ft.
Second floor workspace:	373	sq. ft.
(Total conditioned):	3,456	sq. ft.

Unconditioned Space:

Pavilion:	114	sq. ft.
Entry Porch:	25	sq. ft.
Primary Bedroom Balcony	104	sq. ft.
2-Car Garage:	650	sq. ft.
(Total unconditioned):	868	sq. ft.

Total Under Roof Sq. Ft.:	4,358	sq. ft.
---------------------------	-------	---------

(Building Footprint:	2,499	sq. ft.)
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# THE PEZZEMINTI RESIDENCE

506 3RD AVE, MELBOURNE BEACH, FL 32951



1542 GUAVA AVE  
MELBOURNE, FL 32935  
321-428-3669  
info@medstudio.com

JOB #: R-2023-028  
DRAWN: LAT  
CHECKED: JB

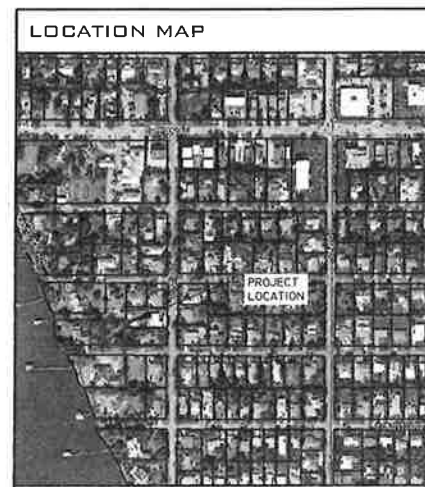
DATE  
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BID  
PERMIT  
CD

REVISIONS:  
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△

Pezzeminti Residence  
506 Third Avenue  
Melbourne Beach, FL. 32951

**P&Z SET - NOT FOR CONSTRUCTION**

COVER SHEET  
SHEET NUMBER  
**A0.00**



PROJECT SUMMARY	
PROJECT NAME :	PEZZEMINTI RESIDENCE
PROJECT ADDRESS :	506 3RD AVE, MELBOURNE BEACH, FL 32951
CONTRACTOR :	TO BE DETERMINED
SCOPE OF WORK :	NEW TWO-STORY RESIDENCE
PROPOSED USE :	SINGLE-FAMILY RESIDENTIAL
BUILDING TYPE :	RESIDENTIAL
ZONING CLASSIFICATION :	IRS SINGLE-FAMILY RESIDENTIAL
<b>APPLICABLE CODES</b>	
FLORIDA BUILDING CODE :	2023 FBC-RESIDENTIAL
MECHANICAL CODE :	2023 FBC-MECHANICAL
PLUMBING CODE :	2023 FBC-PLUMBING
ENERGY CON. CODE :	2023 FBC-ENERGY CONSERVATION
ELECTRICAL CODE :	NEC 2020
AUTHORITY / JURISDICTION: TOWN OF MELBOURNE BEACH, FL	

SCHEDULE OF DRAWINGS	
SHEET	DESCRIPTION
A0.00	COVER / INFORMATION / CALCULATIONS
A0.01	ARCHITECTURAL SPECIFICATIONS
A0.02	FINISH SCHEDULE
A1.01	FIRST FLOOR PLAN
A1.02	SECOND FLOOR PLAN
A1.11	FIRST FLOOR REFLECTED CEILING PLAN
A1.12	SECOND FLOOR REFLECTED CEILING PLAN
A1.20	ENLARGED FLOOR PLANS
A2.01	ROOF PLAN
A2.02	RAFTER PLAN
A3.01	EXTERIOR ELEVATIONS
A3.02	INTERIOR ELEVATIONS
A3.03	EXTERIOR ELEVATIONS SECTION
A4.01	SECTION / DETAILS
A4.02	INTERIOR/EXTERIOR WINDOWS AND DOORS ELEVATIONS AND SCHEDULES
A5.01	WINDOWS AND DOORS DETAILS
A5.02	WINDOWS AND DOORS DETAILS
E1.0	FIRST FLOOR ELECTRICAL / LIGHTING PLAN
E1.1	SECOND FLOOR ELECTRICAL / LIGHTING PLAN
P1.0	PLUMBING RISER DIAGRAM
S1	STRUCTURAL NOTES
S2	FOUNDATION PLANS
S3	SECOND FLOOR FRAMING PLAN
S4	ROOF FRAMING PLAN
S5	STRUCTURAL SECTIONS AND DETAILS
S6	STRUCTURAL SECTIONS AND DETAILS

PROJECT TEAM	
OWNER :	JERRY S. PEZZEMINTI
ARCHITECT :	MED STUDIO ARCHITECTURE, LLC LOUIS TORVAK, ARCHITECT 1542 GUAVA AVE, MELBOURNE, FL 32935 321-428-3669
STRUCTURAL ENGINEER :	HK STRUCTURAL ENGINEERING MIKE KALAJIAN, P.E. 587 W. EAM GALLIE, BLVD., SUITE 201 MELBOURNE, FL 32935 321-574-2702

- GENERAL NOTES**
- OWNER/CLIENT RESPONSIBILITIES: REFERENCE IS MADE THROUGHOUT THESE GENERAL NOTES TO RESPONSIBILITIES AND STANDARDS OF CARE TO BE FULFILLED BY THOSE PROVIDING SERVICES IN THE DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT. OWNER/CLIENT SHALL BE RESPONSIBLE FOR ADHERENCE TO THOSE REQUIREMENTS BY THE OWNER, BUILDER, GENERAL CONTRACTOR, SUBCONTRACTORS AND OTHER PROFESSIONAL CONSULTANTS NOT RETAINED BY THE ARCHITECT.
  - PERMIT ARCHITECTURAL DRAWINGS: THIS SET IS SUFFICIENT TO BE PART OF THE PERMIT SET TO OBTAIN A BUILDING PERMIT. THIS SET DOES NOT INCLUDE THE REQUIRED SHOP DRAWINGS/NOA REQUIRED FOR PERMITTING. THE CONTRACTOR SHOULD CHECK WITH THE OWNER TO DETERMINE THE SCOPE OF WORK OF THE ARCHITECT. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE BUILDING PERMIT.
  - BUILDING MAINTENANCE: THE EXPOSED MATERIAL USED IN THE CONSTRUCTION OF THIS PROJECT WILL DETERIORATE AS THE COMPLETED PROJECT AGES UNLESS PROPERLY AND ROUTINELY MAINTAINED. OWNER/CLIENT SHALL WORK WITH THE CONTRACTOR TO DEVELOP A PLAN TO KEEP THESE EXPOSED MATERIALS PROTECTED AND MAINTAINED.
  - ALL CONSTRUCTION SHALL COMPLY WITH THE MOST STRINGENT REQUIREMENTS OF ALL CURRENT APPLICABLE CITY, COUNTY, STATE, AND FEDERAL LAWS, RULES, CODES, ORDINANCES AND REGULATIONS. IF THE GENERAL CONTRACTOR OR ANY SUBCONTRACTOR PERFORMS ANY WORK IN CONFLICT WITH THE ABOVE MENTIONED LAWS, RULES, CODES, ORDINANCES AND REGULATIONS, THEN THE CONTRACTOR IS IN VIOLATION AND SHALL BEAR ALL COST OF REPAIR ARISING OUT OF THE NON-COMFORMING WORK.
  - THE GENERAL CONTRACTOR MUST THOROUGHLY EXAMINE THE JOB SITE AND FINAL CONSTRUCTION DRAWINGS PRIOR TO STARTING CONSTRUCTION. IF ANY CONFLICTS ARISE, THE GENERAL CONTRACTOR MUST NOTIFY THE ARCHITECT AND ALLOW FOR SUFFICIENT TIME FOR RESOLUTION WITHOUT DELAYING WORK.
  - SUBSTITUTIONS / CHANGES: NO SUBSTITUTIONS/CHANGES CAN BE MADE WITHOUT WRITTEN AUTHORIZATION BY THE OWNER / CLIENT. THE ARCHITECT DOES NOT TAKE ANY LIABILITY FOR ANY SUBSTITUTIONS/CHANGES WITHOUT THE ARCHITECT'S WRITTEN AUTHORIZATION. ANY APPROVAL REQUIRED BY THE BUILDING OFFICIAL FOR SUBSTITUTIONS/CHANGES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
  - DO NOT SCALE FROM PLANS. PLEASE CALL THE ARCHITECT IF YOU REQUIRE ANY DIMENSIONS.

LOT INFORMATION	
PARCEL NUMBER: 28-38-07-02-II-7,02	
SET BACK LINES:	
FRONT :	25'-0"
SIDE :	15'-0"
REAR :	25'-0"
NUMBER OF STORIES:	2
HEIGHT ALLOWED:	28'-0"
STRUCTURE HEIGHT:	35.17' (27'-2" FROM FINISH FLOOR ELEV.)
EXISTING GRADE*:	5.80'-9.20"
FINISH FLOOR ELEVATION:	8.00'
LOT DIMENSIONS:	120.0' x 100.00'
LOT SIZE:	12,000 SQ. FT.
BUILDING FOOTPRINT:	2,499 SQ. FT.
LOT COVERAGE:	20.82%
GARAGE:	2 CAR GARAGE

AREA CALCULATIONS	
<b>CONDITIONED SPACE</b>	
FIRST FLOOR:	1,710 SQ. FT.
SECOND FLOOR:	1,582 SQ. FT.
SECOND FL. WORKSPACE:	373 SQ. FT.
(TOTAL CONDITIONED):	3,665 SQ. FT.
<b>UNCONDITIONED SPACE</b>	
PAVILION:	114 SQ. FT.
ENTRY PORCH:	25 SQ. FT.
PRIMARY BEDRM, BALCONY:	104 SQ. FT.
GARAGE:	650 SQ. FT.
(TOTAL UNCONDITIONED):	868 SQ. FT.
<b>TOTAL UNDER ROOF:</b> 4,358 SQ. FT.	
(BUILDING FOOTPRINT: 2,499 SQ. FT.) (FIRST FLOOR, PAVILION, ENTRY PORCH AND GARAGE)	

KEY ABBREVIATIONS AND SYMBOLS	
(TYP)	TYPICAL
W.H.	WATER HEATER
DW	DISHWASHER
LAV	LAVATORY
REF	REFRIGERATOR
FRZR	FREEZER
MICRO	MICROWAVE
AHU	AIR HANDLER UNIT
CU	COMPRESSOR UNIT
WC	WATER CLOSET
H.B.	HOSE BIB
SQ. FT.	SQUARE FEET
P.T.	PRESSURE-TREATED
(DETAIL # SHEET #)	SECTION CUT
(#)	ROOM TAG
(#)	WINDOW TAG
(#-X)	DOOR TAG

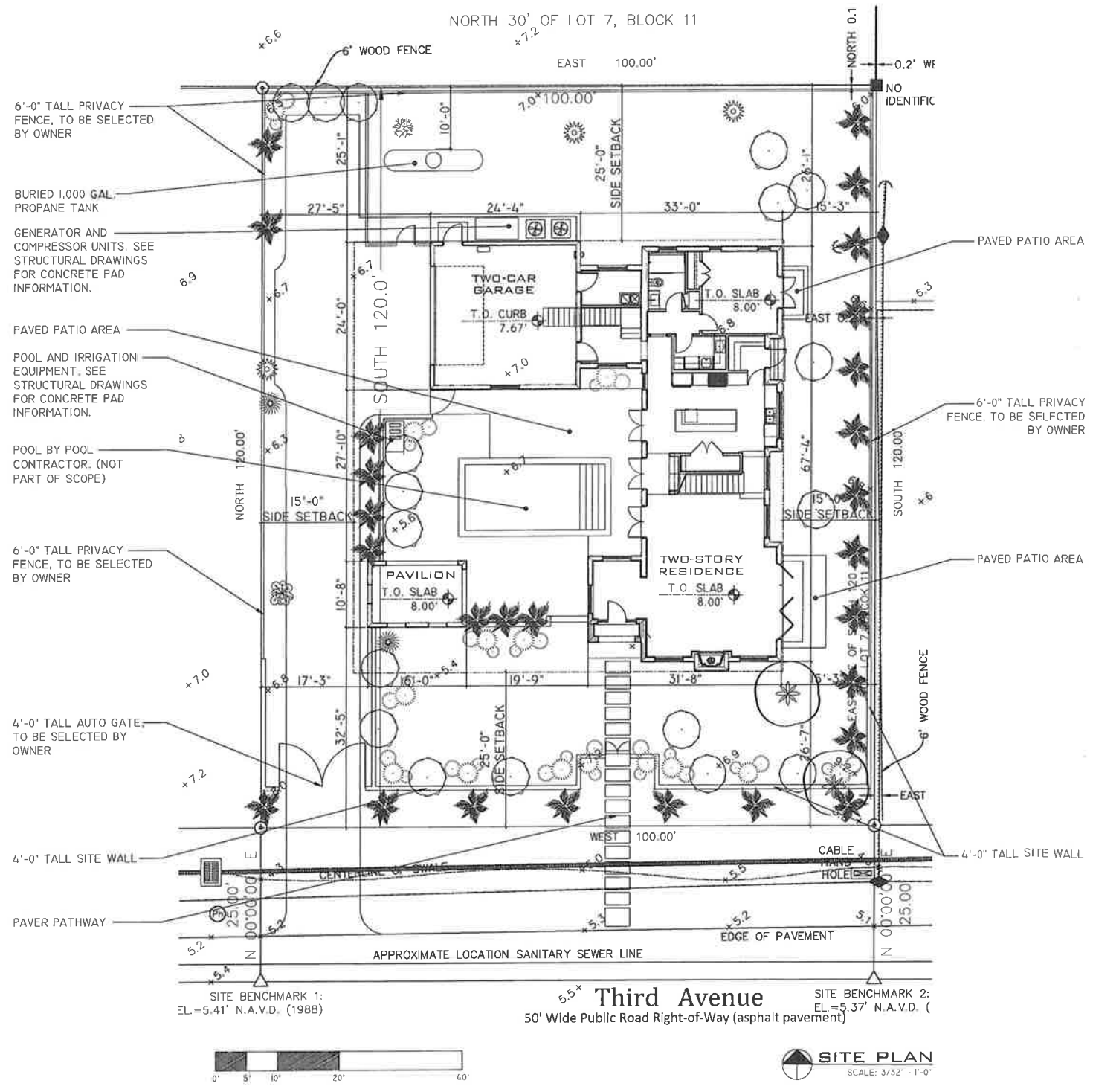
\* EXISTING GRADE IS USED IN LIEU OF THE CROWN OF THE ROAD PER PARAGRAPH § 7A-55 ITEM (B) IN THE MELBOURNE BEACH MUNICIPAL CODE.

\* EXISTING GRADE IS MORE THAN 18" ABOVE THE AVERAGE CROWN OF THE ROAD

**§ 7A-55 - BUILDING CONSTRUCTION**

(A) ALL BUILDINGS SHALL BE CONSTRUCTED WITH THE LOWEST FLOOR LEVEL AT LEAST 18 INCHES ABOVE THE CROWN OF THE HIGHEST STREET PERPENDICULAR TO THE FOUNDATION TO WHICH THE PROPERTY ADJUTS. WHEN AN APPLICANT FOR A BUILDING PERMIT SUBMITS PLANS FOR REVIEW BY THE TOWN OF THE PROPOSED CONSTRUCTION, THE BUILDING PLANS OF THE PRINCIPAL STRUCTURE SHALL BE FULLY DIMENSIONED SEALED TO-SCALE DRAWINGS, CLEARLY SHOWING STREET ELEVATION, EXISTING PROPERTY ELEVATION, PROPOSED FINISHED FLOOR ELEVATION, FEMA FLOOD ZONES AND ELEVATION, AND MAXIMUM HEIGHT.

(B) ALL BUILDINGS SHALL BE ELEVATED AS REQUIRED BY FEDERAL, STATE AND LOCAL MINIMUM ELEVATIONS. THE GREATEST OF THE MINIMUM ELEVATIONS STIPULATED BY ANY OF THE GOVERNMENTAL AGENCIES WITH JURISDICTION SHALL BE REQUIRED. ANY ELEVATION OF A BUILDING ABOVE THE REQUIRED ELEVATION WILL BE INCLUDED IN THE MEASUREMENT OF BUILDING HEIGHT. IN THE ABSENCE OF HIGHER FEDERAL OR STATE ELEVATIONS, THE TOWN OF MELBOURNE BEACH REQUIRES MINIMUM BUILDING ELEVATIONS TO BE MEASURED FROM A POINT 18 INCHES ABOVE THE CROWN OF THE STREET ON WHICH THE PROPERTY ADJUTS. IN THE EVENT THE EXISTING GRADE OF A PROPERTY IS HIGHER THAN 18 INCHES ABOVE THE CROWN OF THE ROAD OR HIGHER THAN FEDERAL OR STATE REQUIREMENTS THEN THE BUILDING HEIGHT SHALL BE MEASURED FROM THE EXISTING GRADE.





PLAN NOTES

- 1. REFERENCE ARCHITECTURAL SPECIFICATION SHEET A0.2 FOR GENERAL CONSTRUCTION INFORMATION... 2. FINISH FLOOR DATUM REFERENCES TOP OF SLAB DRAWINGS... 3. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWING... 4. DIMENSIONS ARE TAKEN FROM STRUCTURAL ELEMENTS ONLY... 5. PROVIDE WOOD BLOCKING AS REQUIRED FOR INSTALLATION OF CABINETS... 6. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS... 7. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS... 8. GYPSUM BOARD SHALL BE INSTALLED PER ASTM C840-18... 9. WALL CABINERY TO BE PROVIDED BY OWNER OR CONTRACTOR... 10. ALL APPLIANCES TO BE PROVIDED BY INTERIOR DESIGNER... 11. MECHANICAL UNITS AND DUCTWORK TO BE PROVIDED BY CONTRACTOR'S SELECTED SUBCONTRACTOR... 12. ADD NEW GYPSUM BOARD IN ALL INTERIOR AND EXTERIOR WALLS...

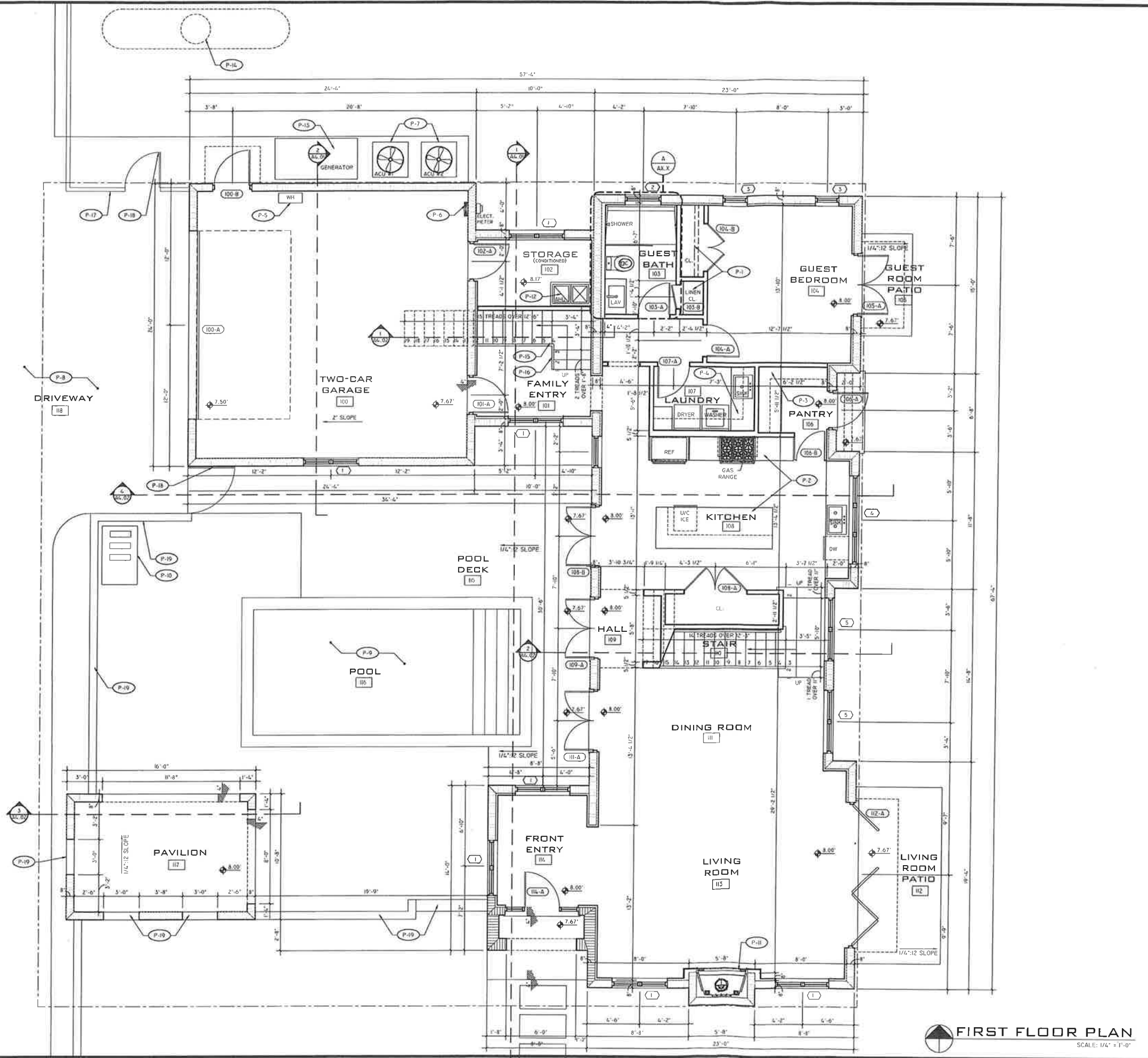
WALL LEGEND

Table with 3 columns: MARK, GRAPHIC, DESCRIPTION. Includes wall types like 8" CMU WALL BEARING WALL, INTERIOR 2x4 (I.O.N.), and INTERIOR 2x6 (I.O.N.).

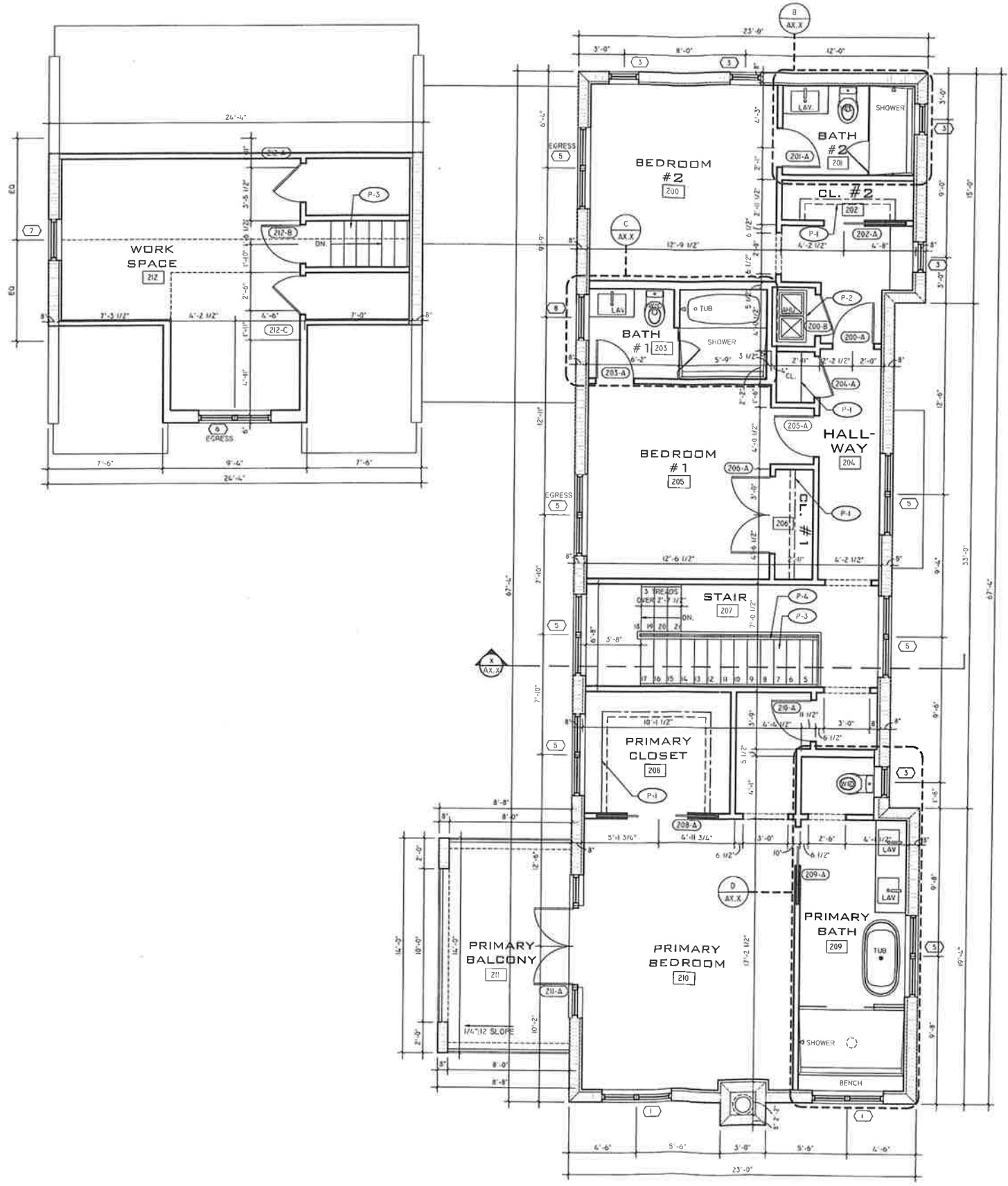
PLAN NOTES:

- 1. ITEMS NOTED BELOW REFER TO TAGS ON FLOOR PLAN, CONTRACTOR TO CONTACT ARCHITECT WITH ANY ERROR OR ISSUES WITH NOTES OR DIMENSION ON PLAN. 2. SEE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL DETAILS AND INFORMATION.

- P-1 BUILT-IN CLOSET/SHELVING SYSTEM (TO BE SELECTED BY CLIENT) INSTALL PER MANUFACTURER'S SPECIFICATIONS... P-2 CUSTOM BUILT-IN KITCHEN CABINERY TO BE SELECTED BY OWNER AND SHOP DRAWING... P-3 CUSTOM BUILT-IN PANTRY CABINERY TO BE SELECTED BY OWNER AND SHOP DRAWING... P-4 CUSTOM BUILT-IN LAUNDRY CABINERY TO BE SELECTED BY OWNER AND SHOP DRAWING... P-5 INSTA-HOT TANKLESS WATER HEATER WITH RE-CIRCULATING CAPABILITIES... P-6 ELECTRICAL PANEL LOCATION... P-7 COMPRESSOR UNITS CONTRACTOR'S SELECTED MECHANICAL SUBCONTRACTOR... P-8 CONCRETE DRIVEWAY BY OTHERS... P-9 POOL BY POOL CONTRACTOR... P-10 POOL AND IRRIGATION EQUIPMENT... P-11 FIREPLACE (TO BE SELECTED BY CLIENT) INSTALL PER MANUFACTURER'S SPECIFICATIONS... P-12 AIR HANDLING UNIT (AHU)... P-13 GENERATOR CONTRACTOR'S SELECTED ELECTRICAL SUBCONTRACTOR... P-14 1,000 GALLON BURIED PROPANE TANK... P-15 WOOD FRAMED STAIR... P-16 CONTINUOUS HANDRAIL AND GUARD COMPLYING WITH FBC RESIDENTIAL SECTION... P-17 FENCE PROFILE TO BE SELECTED BY CLIENT... P-18 3'x6' GATE PROFILE TO BE SELECTED BY CLIENT... P-19 CMU SITE WALL... P-20 HOSE BIB, AS SELECTED BY OWNER...



FIRST FLOOR PLAN SCALE: 1/4" = 1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**PLAN NOTES**

1. REFERENCE ARCHITECTURAL SPECIFICATION SHEET A0.2 FOR GENERAL CONSTRUCTION INFORMATION RELATED TO THE PROJECT.
2. FINISH FLOOR DATUM REFERENCES TOP OF SLAB DRAWINGS, VERIFY WITH SURVEY OR CIVIL ENGINEERING DRAWINGS.
3. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWING AND OBTAIN ALL MEASUREMENTS REQUIRED FOR PROPER EXECUTION OF WORK. DO NOT SCALE PLANS. CONTACT ARCHITECT FOR ANY ADDITIONAL INFORMATION OR DIMENSIONS REQUIRED.
4. DIMENSIONS ARE TAKEN FROM STRUCTURAL ELEMENTS ONLY. INTERIOR DIMENSIONS ARE TAKEN FROM ONE SIDE OF THE WALL. REFER TO WALL SCHEDULE FOR WALL THICKNESS AND CONSTRUCTION.
5. PROVIDE WOOD BLOCKING AS REQUIRED FOR INSTALLATION OF CABINETS, EQUIPMENT, FIXTURES, BATHROOM ACCESSORIES AND AROUND WINDOWS AND DOORS.
6. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.
7. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS REQUIREMENTS AND DESIGN INTENT.
8. GYPSUM BOARD SHALL BE INSTALLED PER ASTM C840-18 AND AS SPECIFIED PER THE MANUFACTURER'S SPECIFICATIONS. UNLESS OTHERWISE NOTE, INTERIOR GYPSUM BOARD WALLS SHALL BE FINISHED TO LEVEL 5.
9. WALL CABINETS TO BE PROVIDED BY OWNER OR CONTRACTOR SELECTED CABINET CONTRACTOR. CONTRACTOR TO COORDINATE ALL ELECTRICAL AND PLUMBING ELEMENTS WITH CABINET CONTRACTOR PRIOR TO INSTALLING.
10. MILLWORK SHALL BE INSTALLED PER THE ARCHITECTURAL MILLWORK INSTITUTE STANDARDS AND MANUFACTURER'S SPECIFICATIONS.
11. ALL APPLIANCES TO BE PROVIDED BY INTERIOR DESIGNER, APPLIANCE CONTRACTOR OR OTHER. COORDINATE ALL CABINET MILLWORK, ELECTRICAL LOCATIONS AND PLUMBING LINES WITH SELECTED APPLIANCES.
12. MECHANICAL UNITS AND DUCTWORK TO BE PROVIDED BY CONTRACTOR'S SELECTED SUBCONTRACTOR.
13. ADD NEW GYPSUM BOARD IN ALL INTERIOR AND EXTERIOR WALLS AND REPAIR ANY INSULATION THAT IS MISSING OR DAMAGED.

**WALL LEGEND**

MARK	GRAPHIC	DESCRIPTION
◇		8' CMU WALL BEARING WALL: EXTERIOR SFC: SMOOTH STUCCO FINISH, PAINTED INTERIOR SFC: 1/2" GYPSUM BOARD OVER 1/2" P.T. FURRING OVER 1/2" RIGID INSULATION SEE STRUCTURAL DRAWINGS FOR CONSTRUCTION DETAILS
◇		INTERIOR 2x4 (U.O.N. - SEE PLAN FOR 2x6 WALLS NOTED) WOOD FRAMED WALL WITH 1/2" GYPSUM BOARD (WHERE WALLS WILL BE TILED USE CEMENT BOARD IN LIEU OF GYPSUM, IN ALL BATHROOMS & KITCHENS BACK-SPLASH AREAS USE MOISTURE RESISTANT GYPSUM BOARD) ON EITHER SIDE

**FLOOR PLAN KEYED NOTES:**

1. ITEMS NOTED BELOW REFER TO TAGS ON FLOOR PLAN. CONTRACTOR TO CONTACT ARCHITECT WITH ANY ERROR OR ISSUES WITH NOTES OR DIMENSION ON PLAN.
  2. SEE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL DETAILS AND INFORMATION.
- (P-1) BUILT-IN CLOSET/SHELVING SYSTEM (TO BE SELECTED BY CLIENT.) INSTALL PER MANUFACTURER'S SPECIFICATIONS. PROVIDE IN-WALL BLOCKING AS REQUIRED FOR INSTALLATION.
  - (P-2) AIR HANDLING UNIT (AHU). CONTRACTOR'S SELECTED MECHANICAL SUBCONTRACTOR TO PROVIDE SPECIFICATION AND INSTALLATION DETAIL FOR THE HOUSE MECHANICAL SYSTEM, INCLUDING THE COMPRESSOR. SEE STRUCTURAL DRAWINGS FOR PAD INFORMATION.
  - (P-3) WOOD FRAMED STAIR. SEE DETAIL D-15, SHEET A3.03
  - (P-4) CONTINUOUS HANDRAIL AND GUARD COMPLYING WITH FBC-RESIDENTIAL SECTION R311.7.8 AND R312.1. TOP OF GUARD/HANDRAIL AT 36" A.F.F. OPENING IN GUARD RAIL SHALL NOT ALLOW THE PASSAGE OF A SPHERE 4" IN DIAMETER. SEE R311.7.8.3 FOR GRIP SIZE REQUIREMENTS. HANDRAIL/GUARD TO BE SELECTED BY OWNER AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
  - (P-5) 22"X30" SITE FRAMED ATTIC ACCESS WITH LADDER. COORDINATE LOCATION ON SITE WITH FINAL ROOF TRUSSES.



1542 GUAVA AVE  
MELBOURNE, FL 32955  
321.428.3289  
design@medstudio.com

JOB #: R-2023-028  
DRAWN: LAT  
CHECKED: JB

- SD DATE
- DD
- BD
- PERMIT
- CD

**REVISIONS:**

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- △
- △
- △

Pezeminti Residence  
506 Third Avenue  
Melbourne Beach, FL 32951

**P&Z SEIT - NOT FOR CONSTRUCTION**

SHEET TITLE

SECOND FLOOR PLAN

SHEET NUMBER

**A1.02**

**PLAN NOTES**

1. REFER TO FLOOR PLAN AND SECTIONS FOR ADDITIONAL INFORMATION
2. REFER TO SURVEY AND CIVIL DRAWINGS FOR ALL GRADE, SIDEWALKS, PAVERS, CURBS AND DRIVE AISLE CONDITIONS
3. REFER TO ARCHITECTURAL ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS. VERIFY ANY TIE-INS TO SITE DRAINAGE WITH CIVIL DRAWINGS
4. THERE IS TO BE 6" MIN. FROM FINISH GRADE TO ALL EXTERIOR FINISH MATERIALS PER FBC-8

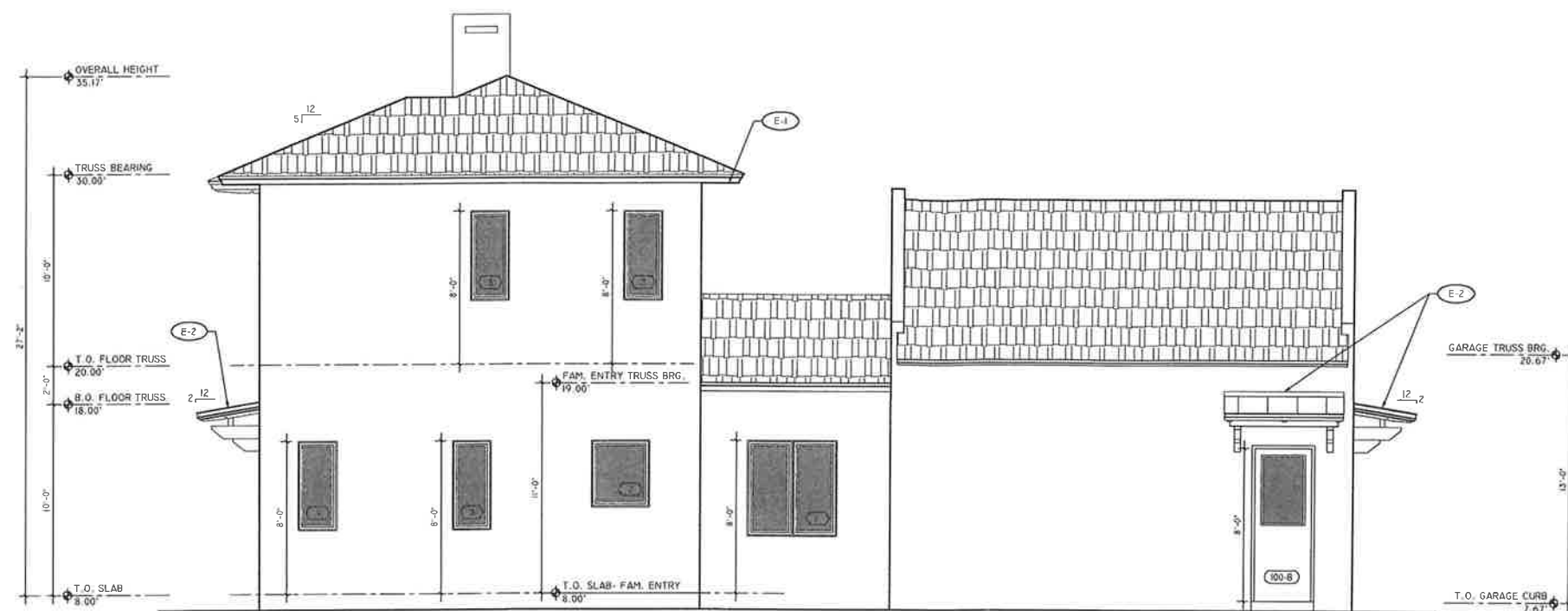
**EXTERIOR ELEVATION LEGEND**

GRAPHIC	DESCRIPTION
	SHINGLE ROOF TILE MANUFACTURER: T.B.D. STYLE: ARCHITECTURAL COLOR/FINISH: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS, UTILIZING MANUFACTURER'S COMPONENTS.
	STANDING SEAM METAL ROOF MANUFACTURER: T.B.D. STYLE: STANDING SEAM COLOR/FINISH: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS, UTILIZING MANUFACTURER'S COMPONENTS.
	STUCCO OVER CMU/CONCRETE FINISH: SMOOTH COLOR: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS. INSTALL WEEP SCREED AT HORIZONTAL STUCCO/ GRADE CONDITIONS

**ELEVATION KEYED NOTES:**

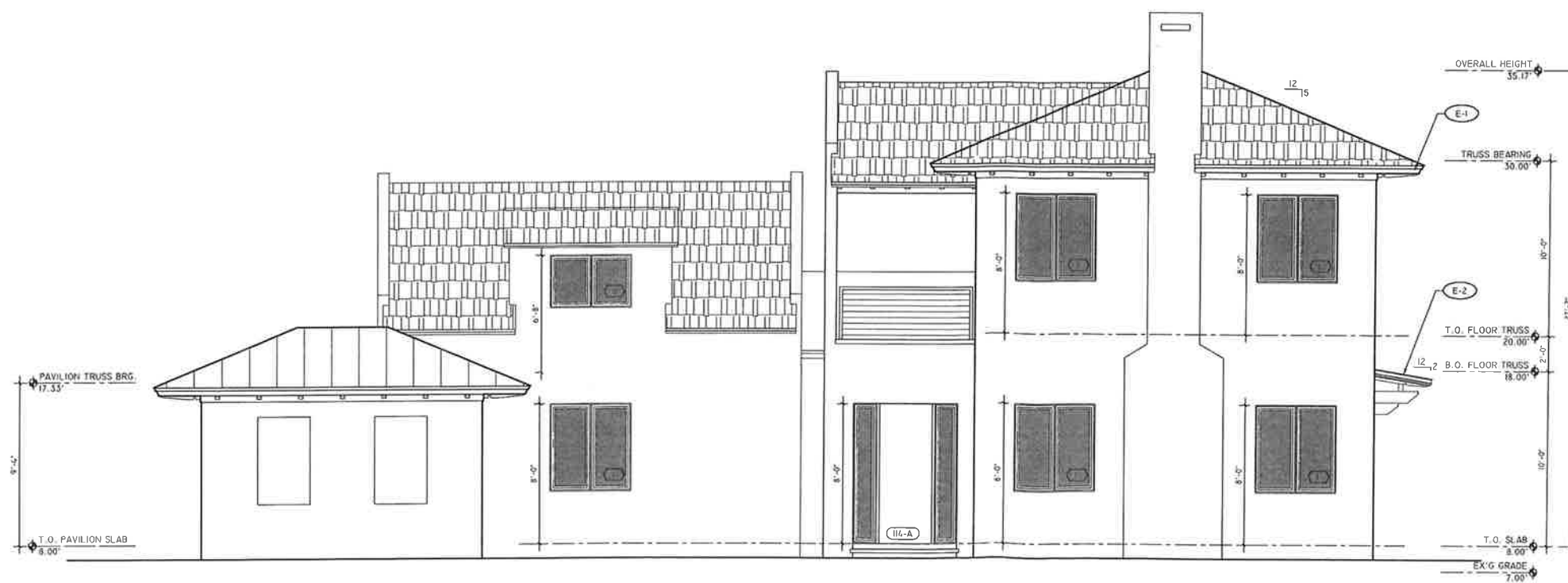
1. ITEMS NOTED BELOW REFER TO TAGS ON ELEVATION. CONTRACTOR TO CONTACT ARCHITECT WITH ANY ERROR OR ISSUES WITH NOTES OR DIMENSION ON PLAN.
2. SEE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL DETAILS AND INFORMATION.

- CONTINUOUS METAL DRIP EDGE, TO MATCH ROOF
- SHED ROOF. SEE DETAIL X SHEET AX.X



**NORTH ELEVATION**

SCALE: 1/4" = 1'-0"



**SOUTH ELEVATION**

SCALE: 1/4" = 1'-0"



**EAST ELEVATION**  
SCALE: 1/4" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/4" = 1'-0"

**PLAN NOTES**

1. REFER TO FLOOR PLAN AND SECTIONS FOR ADDITIONAL INFORMATION
2. REFER TO SURVEY AND CIVIL DRAWINGS FOR ALL GRADE, SIDEWALKS, PAVERS, CURBS AND DRIVE AISLE CONDITIONS
3. REFER TO ARCHITECTURAL ROOF PLAN FOR GUTTER AND DOWNSPOUT LOCATIONS. VERIFY ANY TIE-INS TO SITE DRAINAGE WITH CIVIL DRAWINGS
4. THERE IS TO BE 6" MIN FROM FINISH GRADE TO ALL EXTERIOR FINISH MATERIALS PER FBC-9

**EXTERIOR ELEVATION LEGEND**

GRAPHIC	DESCRIPTION
	SINGLE ROOF TILE MANUFACTURER: T.B.D. STYLE: ARCHITECTURAL COLOR/FINISH: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS, UTILIZING MANUFACTURER'S COMPONENTS.
	STANDING SEAM METAL ROOF MANUFACTURER: T.B.D. STYLE: STANDING SEAM COLOR/FINISH: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS, UTILIZING MANUFACTURER'S COMPONENTS.
	STUCCO OVER CMU/CONCRETE FINISH: SMOOTH COLOR: T.B.D. INSTALL PER MANUFACTURER'S INSTALLATION REQUIREMENTS AND SPECIFICATIONS. INSTALL WEEP SCREED AT HORIZONTAL STUCCO/ GRADE CONDITIONS

**ELEVATION KEYED NOTES:**

1. ITEMS NOTED BELOW REFER TO TAGS ON ELEVATION; CONTRACTOR TO CONTACT ARCHITECT WITH ANY ERROR OR ISSUES WITH NOTES OR DIMENSION ON PLAN.
2. SEE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL DETAILS AND INFORMATION.

- E-1 CONTINUOUS METAL DRIP EDGE, TO MATCH ROOF
- E-2 SHED ROOF. SEE DETAIL X SHEET AX.X

**meD studio**  
ARCHITECTURE

1542 QUAVA AVE  
MELBOURNE, FL 32935  
321.428.9169  
design@medstudio.com

JOB #: R-2023-028  
DRAWN: LAT  
CHECKED: JB

DATE  
SD  
DD  
BID  
PERMIT  
CD

**REVISIONS:**

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Pezeminti Residence  
506 Third Avenue  
Melbourne Beach, FL, 32951

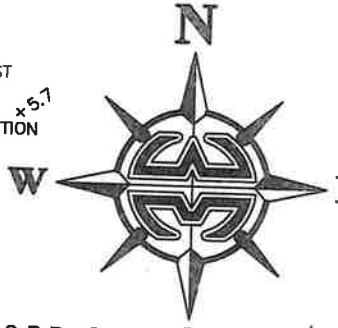
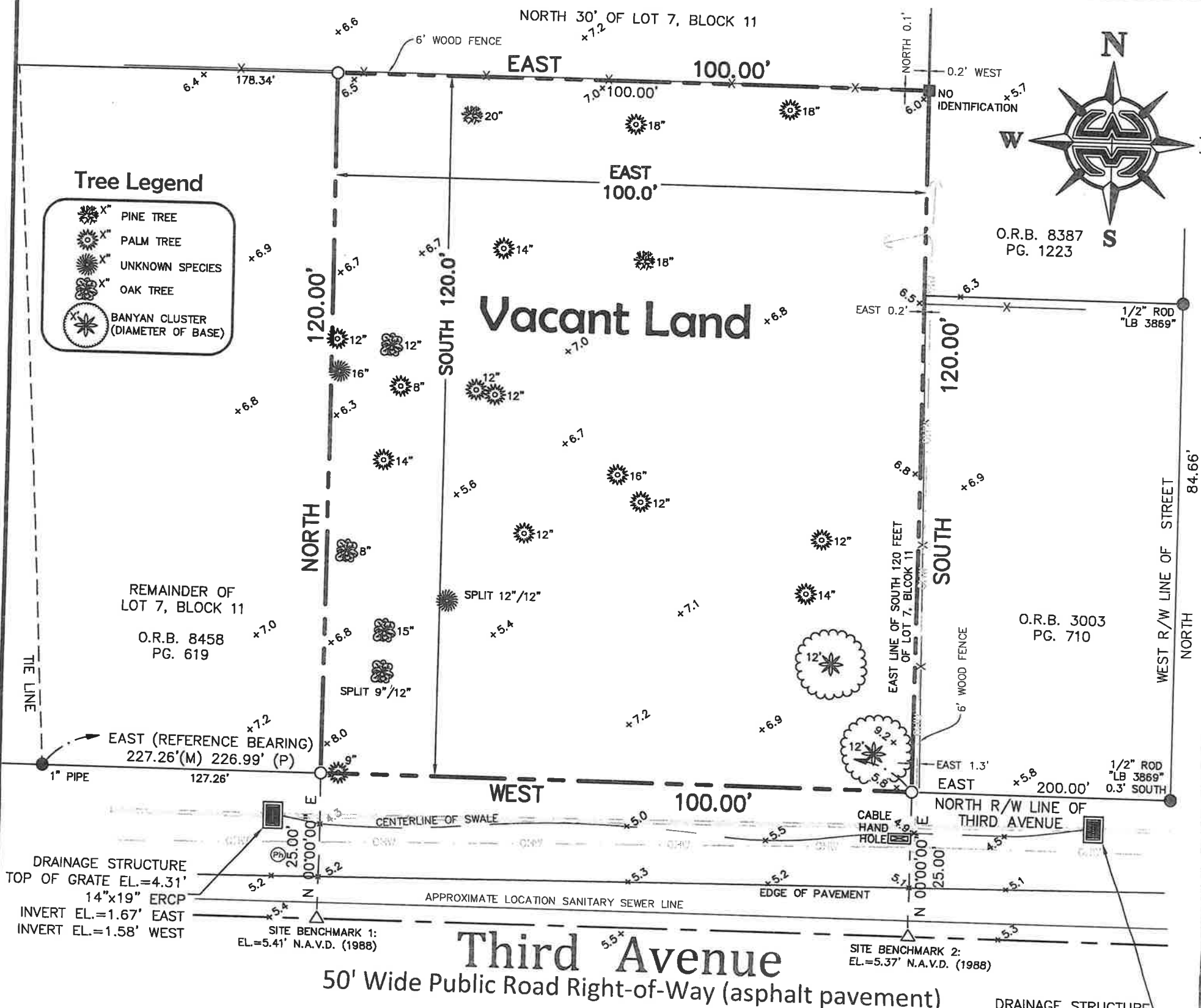
**P&Z SET - NOT FOR CONSTRUCTION**

SHEET TITLE  
EXTERIOR ELEVATIONS

SHEET NUMBER

**A3.02**

SECTION 7 , TOWNSHIP 28 SOUTH, RANGE 38 EAST



**Tree Legend**

- PINE TREE
- PALM TREE
- UNKNOWN SPECIES
- OAK TREE
- BANYAN CLUSTER (DIAMETER OF BASE)

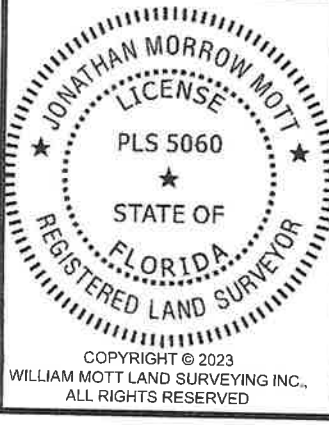
**Legal Description:** (Per O.R.B. 9372, Pg. 311)

The East 100 feet of the South 120 feet of Lot 7, Block 11, Resubdivision of Blocks 11,20,21,30 and 31, Wilcox Plat of Melbourne Beach, according to the map or plat thereof, as recorded in Plat Book 10, Page 51, Public Records of Brevard County, Florida.

**LEGEND:**

P.C.	= POINT OF CURVATURE	N.A.V.D. (1988)	= NORTH AMERICAN VERTICAL DATUM (1988)
P.T.	= POINT OF TANGENCY	N.G.V.D. (1929)	= NATIONAL GEODETIC VERTICAL DATUM (1929)
P.I.	= POINT OF INTERSECTION	-x-x-	= FENCE
P.R.C.	= POINT OF REVERSE CURVATURE	---	= CENTERLINE
R.P.	= RADIUS POINT	---	= PROPERTY LINE
R/W	= RIGHT-OF-WAY	⊙	= 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET
P.O.B.	= POINT-OF-BEGINNING	●	= IRON MARKER FOUND (SIZE AND I.D. AS NOTED)
P.O.C.	= POINT-OF-COMMENCEMENT	○	= 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET
EL	= ELEVATION	■	= 4"x4" CONCRETE MONUMENT FOUND
x0.00	= ELEVATION AND DRAINAGE EASEMENT	□	= 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET
PU&DE	= EASEMENT	▲	= NAIL & DISK FOUND
ESMT.	= NOT TO SCALE	△	= NAIL & DISK MARKED "LB 3608" SET
N.T.S.	= TYPICAL	⊙	= IRON ROD PREVIOUSLY SET
TYP.	= PLAT	⊙	= CONCRETE MONUMENT PREVIOUSLY SET
(P)	= DEED	▲	= NAIL & DISK PREVIOUSLY SET
(D)	= MEASURED	⊙	= UNDERGROUND CABLE HANDHOLE i.e., ELECTRIC, TV CABLE AND COMMUNICATIONS
(M)	= CALCULATED	⊙	= WOOD POWER POLE
(C)	= PERMANENT CONTROL POINT	⊙	= WATER METER / SERVICE
P.C.P.	= PERMANENT REFERENCE MONUMENT	⊙	= REUSE METER / SERVICE
P.R.M.	= DELTA	⊙	= FIRE HYDRANT WITH VALVE ASSEMBLY
D	= RADIUS	⊙	= VALVE i.e., WATER, REUSE AND SEWER
R	= ARC	⊙	= CABLE PEDESTAL
A	= TANGENT	⊙	= IRRIGATION CONTROL VALVE
T	= CONCRETE	⊙	= STORM DRAINAGE MANHOLE
CONC.	= OVERHEAD WIRE	⊙	= SANITARY SEWER MANHOLE
O.H.W.	= CONCRETE BLOCK & STUCCO	⊙	= SEWER CLEAN-OUT
C.B.S.	= CHORD		
CH	= OFFICIAL RECORD BOOK		
O.R.B.	= COVERED		
COVD.	= AIR CONDITIONER		
A/C	= IDENTIFICATION		
I.D.	= HIGH DENSITY POLYETHYLENE		
H.D.P.E.			

- SURVEYORS NOTES:**
1. Purpose of Document: Map of Boundary Survey
  2. Easements and rights-of-way shown hereon, except as called for by the plat, only include those provided to the surveyor. The surveyor has made no search of the public records for such.
  3. Only open and notorious evidence of easements and rights-of-way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
  4. Bearings shown hereon are referenced to an assumed value of East for the North Right-of-Way line of Third Avenue. Said bearing is identical with the plat of record.
  5. This property is located in Federal Flood Zone "X", areas determined to be outside of the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map (FIRM) No. 515, Community No. 125128, Suffix G, Effective Date: March 17, 2014.
  6. Use only property corners for construction of fences and other improvements.
  7. The client is advised that the term "FINISHED" as it applies to floor elevations pertains to the main living floor of the structure and is not intended to be construed as the garage or any other secondary floor.



SCALE: 1"=20'    DWN.BY: J.M.M.    CHD.BY: W.A.M.    CLIENT NO. 5755

REVISIONS:

A.	
B.	
C.	
D.	

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

**Jonathan M Mott**    Digitally signed by Jonathan M Mott    Date: 2023.09.07 13:58:34 -04'00'

DATE OF FIELD SURVEY: 09-01-23    FLA. CERT. NO. 5060

THIS DOCUMENT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON- TRANSFERABLE. WHEN PRINTED THIS ELECTRONIC DOCUMENT IS NOT CONSIDERED A SIGNED AND SEALED ORIGINAL.

CERTIFIED TO:

**Jerry S. Pezzeminti**

**WILLIAM MOTT LAND SURVEYING INC.**  
 4875 N WICKHAM ROAD, SUITE 105  
 MELBOURNE, FLORIDA 32940  
 PHONE (321) 751-4444  
 LICENSED BUSINESS "3608"

PROJECT NO. **221-0617**





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# Memo

To: Mayor, Vice Mayor and Commissioners  
From: Jennifer Kerr, Finance Manager  
Date: July 10, 2024  
Re: June Fiscal Year 2024

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We are in the Ninth month of our fiscal year 2024. The target expenditure rate for June is 75.00%. All departments are doing well keeping their total expenditure budget within the target rate. 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 71.12%. The Departmental expenditure rate breakdown is as follows:

Legislative:	76.96%
Executive:	69.71%
Finance:	71.46%
Legal:	65.46%
Comp & Plan:	16.05%
General Services:	60.45%
Law Enforcement:	71.11%
Fire:	72.40%
Code:	51.87%
Public Works:	65.83%
Grounds Keeping:	53.50%
Parks:	63.85%

**Discussion Items:**

The Town received Parking Revenue for June FY2024 in the amount of \$19,824.05. Parking revenue for June FY2023 was \$17,853.10.

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

FY2025 Budget process has begun.

## REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH

Balance As Of 06/30/2024

**Fund: 001 GENERAL FUND**

Account Category: Revenues	Description	Original Budget	Amended	Encumbran	Available	% Used
001-00-311.00.00	AD VALOREM TAXES	2,685,662.00	2,685,662.00	0.00	28,704.41	98.93
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	125,000.00	125,000.00	0.00	44,106.77	64.71
001-00-314.10.00	UTILITY SERVICES TAX FPL	276,000.00	276,000.00	0.00	68,254.72	75.27
001-00-314.30.00	UTILITY SERVICES TAX WATER	54,000.00	54,000.00	0.00	13,810.14	74.43
001-00-314.40.00	UTILITY SERVICES TAX GAS	0.00	0.00	0.00	(98.38)	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	398.34	69.36
001-00-314.40.30	UTILTIY GAS TAX FERRELL	2,500.00	2,500.00	0.00	(488.23)	119.53
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 THOMPSONGA	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	52,272.70	63.95
001-00-316.00.00	OCCP. LIC	15,000.00	15,000.00	0.00	2,815.96	81.23
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	(1,000.00)	300.00
001-00-329.50.10	LOW SPEED VEHICLE PERMIT FEE	600.00	600.00	0.00	(450.00)	175.00
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	32,431.41	71.04
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	88,118.64	60.84
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	(350.00)	121.88
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	175.00	96.30
001-00-361.10.00	INTEREST ON INVESTMENTS	12,000.00	12,000.00	0.00	(7,028.61)	158.57
001-00-369.00.00	MISCELLANEOUS REVENUE	2,500.00	2,500.00	0.00	(7,554.66)	402.19



	Description	Original Budget	Amended	Encumbran	Available	% Used
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
						85.69
Department: 21 LAW ENFORCEM						
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	(1,280.00)	100.00
001-21-351.00.00	FINES - LAW ENFORCEMENT	5,000.00	5,000.00	0.00	1,326.05	73.48
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	35.00	82.50
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
						44.84
Department: 22 FIRE CONTROL						
001-22-271.00.99	CARRY FORWARD	10,700.00	10,700.00	0.00	10,700.00	0.00
001-22-322.30.00	FIRE PROTECTIVE SERVICES	2,000.00	2,000.00	0.00	(1,760.00)	188.00
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
						28.27
Department: 29 CODE ENFORCEM						
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
Department: 72 PARKS & RECREA						
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	3,300.00	45.00
001-72-366.19.00	TH DONATIONS - KIDS BUSINESS FAIR	5,000.00	5,000.00	0.00	(1,640.00)	132.80
						92.63

## Overall Revenue Rate:

84.33

Account Category: Expenditures	Description	Original Budget	Amended	Encumbran	Available	% Used
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	6,583.45	59.36
001-11-500.12.00	REGULAR SALARIES	60,113.00	60,113.00	0.00	16,579.13	72.42
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	5,838.00	5,838.00	0.00	1,892.73	67.58
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	8,157.00	8,157.00	0.00	2,249.47	72.42
001-11-500.23.01	HEALTH INSURANCE	6,534.00	6,534.00	0.00	1,491.50	77.17
001-11-500.23.02	LIFE INSURANCE	71.00	71.00	0.00	14.70	79.30
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	244.00	244.00	0.00	188.03	22.94
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	3,015.38	32.47
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,100.00	2,100.00	0.00	1,017.71	51.54
001-11-510.47.00	PRINTING	12,593.00	12,593.00	0.00	6,233.51	50.50
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	9,436.75	5.63
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	1,616.00	54.61
001-11-510.64.01	CAPITAL OUTLAY	85,700.00	85,700.00	4,740.00	(4,882.24)	105.70
001-11-543.00.00	LICENSES & FEES	34,267.00	34,267.00	6,300.00	2,282.63	93.34
						76.96
Department: 12 EXECUTIVE						
001-12-500.12.00	REGULAR SALARIES	147,720.00	147,720.00	0.00	42,331.78	71.34
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	11,301.00	11,301.00	0.00	2,270.75	79.91
001-12-500.22.01	RETIREMENT - ICMA	15,247.00	15,247.00	0.00	4,445.31	70.84
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	4,937.00	4,937.00	0.00	1,437.59	70.88
001-12-500.23.01	HEALTH INSURANCE	28,117.00	28,117.00	0.00	10,025.29	64.34
001-12-500.23.02	LIFE INSURANCE	828.00	828.00	0.00	238.29	71.22
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	212.00	212.00	0.00	73.83	65.17

	Description	Original Budget	Amended	Encumbran	Available	% Used
001-12-510.40.00	TRAVEL & MEETINGS	1,820.00	1,820.00	0.00	1,081.14	40.60
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	600.00	75.00
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	1,130.00	32.74
						<b>69.71</b>
Department: 13 FINANCE						
001-13-500.12.00	REGULAR SALARIES	112,950.00	112,950.00	0.00	31,592.37	72.03
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	8,641.00	8,641.00	0.00	2,437.89	71.79
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	15,327.00	15,327.00	0.00	4,286.68	72.03
001-13-500.23.01	HEALTH INSURANCE	39,000.00	39,000.00	0.00	19,688.60	49.52
001-13-500.23.02	LIFE INSURANCE	297.00	297.00	0.00	184.40	37.91
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	158.00	158.00	0.00	53.23	66.31
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	5,191.15	59.81
001-13-510.40.00	TRAVEL & MEETINGS	1,221.00	1,221.00	0.00	321.87	73.64
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	468.05	53.20
001-13-543.00.00	LICENSES & FEES	7,785.00	7,785.00	0.00	0.00	100.00
						<b>71.46</b>
Department: 14 LEGAL COUNSEL						
001-14-510.31.00	PROFESSIONAL SERVICES	97,000.00	97,000.00	0.00	36,878.78	61.98
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	10,000.00	10,000.00	0.00	77.50	99.23
						<b>65.46</b>
Department: 15 PLANNING						
001-15-510.31.00	PROFESSIONAL SERVICES	26,000.00	26,000.00	0.00	21,826.20	16.05
						<b>16.05</b>
Department: 16 FEMA - HURRICA						
001-16-520.52.05	PROTECTIVE GEAR	0.00	0.00	0.00	67.76	100.00
					67.76	<b>100.00</b>

Department: 19 GENERAL SERVICE		Original Budget	Amended	Encumbran	Available	% Used
001-19-500.24.00	WORKERS COMPENSATION	3,687.00	3,687.00	0.00	0.00	100.00
001-19-510.31.00	PROFESSIONAL SERVICES	4,620.00	4,620.00	0.00	1,417.50	69.32
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	7,581.09	69.77
001-19-510.41.10	COMMUNICATION SERVICES	45,372.00	45,372.00	0.00	6,381.33	85.94
001-19-510.43.00	STREET LIGHTS	50,400.00	50,400.00	0.00	16,438.01	67.38
001-19-510.43.10	ELECTRICITY	33,600.00	33,600.00	0.00	14,034.91	58.23
001-19-510.43.20	WATER & SEWER	3,650.00	3,650.00	0.00	633.84	82.63
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	9,382.00	90.02
001-19-510.45.01	FLOOD INSURANCE	5,690.00	5,690.00	0.00	(360.00)	106.33
001-19-510.45.02	PROPERTY INSURANCE	128,000.00	128,000.00	0.00	30,641.00	76.06
001-19-510.45.03	AUTO INSURANCE	9,000.00	9,000.00	0.00	(688.00)	107.64
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	17,697.68	43.82
001-19-510.46.36	PEST CONTROL	3,120.00	3,120.00	0.00	330.00	89.42
001-19-510.47.00	PRINTING	900.00	900.00	0.00	799.88	11.12
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	0.00	25,000.00	0.00
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	6,213.46	43.51
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	3,054.91	43.43
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	7,767.27	62.27
001-19-581.00.00	TRANSFER OUT	77,000.00	77,000.00	0.00	0.00	100.00
						60.45
Department: 21 LAW ENFORCEM						
001-21-500.12.00	REGULAR SALARIES	721,855.00	721,855.00	0.00	208,005.94	71.18
001-21-500.12.50	HOLIDAY PAY	23,000.00	23,000.00	0.00	3,930.77	82.91

	Description	Original Budget	Amended	Encumbran	Available	% Used
001-21-500.14.00	SALARIES OVERTIME	15,000.00	15,000.00	0.00	633.98	95.77
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	2,302.93	69.83
001-21-500.15.01	FIRST RESPONDER	6,000.00	6,000.00	0.00	1,608.93	73.18
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	54,888.00	54,888.00	0.00	13,062.22	76.20
001-21-500.22.02	POLICE PENSION	142,500.00	142,500.00	0.00	41,446.57	70.91
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	5,217.00	5,217.00	0.00	2,503.55	52.01
001-21-500.23.01	HEALTH INSURANCE	105,440.00	105,440.00	0.00	33,117.84	68.59
001-21-500.23.02	LIFE INSURANCE	2,900.00	2,900.00	0.00	1,117.16	61.48
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	271.00	96.94
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,296.00	2,296.00	0.00	1,579.77	31.19
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	725.00	0.00	275.00	62.07
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	(1,133.00)	213.30
001-21-520.40.00	TRAVEL & MEETINGS	3,184.00	3,184.00	0.00	2,163.36	32.06
001-21-520.41.10	COMMUNICATION SERVICES	6,000.00	6,000.00	0.00	(27.70)	100.46
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	7,000.00	7,000.00	0.00	6,825.53	2.49
001-21-520.46.15	EQUIPMENT	2,500.00	2,500.00	0.00	1,038.10	58.48
001-21-520.46.16	RADAR CALIBRATION	250.00	250.00	0.00	(261.00)	204.40
001-21-520.46.20	VEHICLE MAINTENANCE	17,000.00	17,000.00	0.00	1,422.06	91.63
001-21-520.48.00	PROMOTIONAL ACTIVITIES	1,500.00	1,500.00	0.00	274.18	81.72
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	5,305.60	37.58
001-21-520.52.05	PROTECTIVE GEAR	3,500.00	3,500.00	0.00	2,607.66	25.50
001-21-520.52.50	GAS & OIL	25,000.00	25,000.00	0.00	11,014.08	55.94
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	(99.23)	103.31
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

	Description	Original Budget	Amended	Encumbran	Available	% Used
001-21-543.00.00	LICENSES & FEES	14,646.00	14,646.00	0.00	3,244.48	77.85
001-21-581.00.00	TRANSFER OUT	15,000.00	15,000.00	0.00	0.00	100.00
						71.11
Department: 22 FIRE CONTROL						
001-22-500.12.00	REGULAR SALARIES	96,226.00	96,226.00	0.00	25,433.98	73.57
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	4,024.41	62.48
001-22-500.22.01	RETIREMENT - ICMA	9,248.00	9,248.00	0.00	2,218.05	76.02
001-22-500.22.20	RETIREMENT TOWN EMPLOYEES	3,591.00	3,591.00	0.00	1,014.49	71.75
001-22-500.23.01	HEALTH INSURANCE	28,200.00	28,200.00	0.00	6,220.10	77.94
001-22-500.23.02	LIFE INSURANCE	148.00	148.00	0.00	35.40	76.08
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	150.05	37.74
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	1,200.00	77.78
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	193.89	74.15
001-22-520.41.10	COMMUNICATION SERVICES	1,944.00	1,944.00	0.00	324.00	83.33
001-22-520.46.15	EQUIPMENT	10,000.00	10,000.00	0.00	1,770.12	82.30
001-22-520.46.20	VEHICLE MAINTENANCE	32,000.00	32,000.00	0.00	16,751.19	47.65
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	1,000.00	0.00	(1,038.86)	203.89
001-22-520.51.00	OFFICE SUPPLIES	800.00	800.00	0.00	582.60	27.18
001-22-520.52.00	UNIFORMS	12,600.00	12,600.00	0.00	9,898.06	21.44
001-22-520.52.02	S.C.B.A.	2,550.00	2,550.00	0.00	(999.76)	139.21
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	588.52	41.15
001-22-520.52.20	TOOLS & HARDWARE	10,500.00	10,500.00	0.00	9,446.29	10.04
001-22-520.52.50	GAS & OIL	5,000.00	5,000.00	0.00	2,834.28	43.31
001-22-520.52.70	MEDICAL	1,400.00	1,400.00	0.00	(933.33)	166.67
001-22-520.54.00	DUES & SUBSCRIPTIONS	610.00	610.00	0.00	60.00	90.16

	Description	Original Budget	Amended	Encumbran	Available	% Used
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	2,754.46	13.92
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
						72.40

## Department: 29 CODE ENFORCEM

001-29-500.12.00	REGULAR SALARIES	15,792.00	15,792.00	0.00	7,915.00	49.88
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,208.00	1,208.00	0.00	447.64	62.94
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	2,143.00	2,143.00	0.00	794.21	62.94
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	0.00	100.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	51.00	51.00	0.00	37.99	25.51
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
001-29-520.48.55	FIRE PREVENTION	4,600.00	4,600.00	0.00	1,244.64	72.94
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
						51.87

## Department: 41 PUBLIC WORKS

001-41-500.12.00	REGULAR SALARIES	253,947.00	253,947.00	0.00	95,517.78	62.39
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	7,055.84	63.68
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	34,461.00	34,461.00	0.00	12,801.07	62.85
001-41-500.23.01	HEALTH INSURANCE	46,000.00	46,000.00	0.00	16,018.69	65.18
001-41-500.23.02	LIFE INSURANCE	294.00	294.00	0.00	(106.53)	136.23
001-41-500.23.10	STATUTORY AD&D	83.00	83.00	0.00	0.00	100.00

	Description	Original Budget	Amended	Encumbran	Available	% Used
001-41-500.24.00	WORKERS COMPENSATION	4,424.00	4,424.00	0.00	0.00	100.00
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	813.00	813.00	0.00	603.23	25.80
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	5,625.74	13.45
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	246.08	97.41
001-41-530.46.30	BUILDING MAINTENANCE	9,000.00	9,000.00	0.00	(3,210.88)	135.68
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	600.00	600.00	0.00	539.57	10.07
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	5,101.46	48.99
001-41-530.52.00	UNIFORMS	3,750.00	3,750.00	0.00	2,147.75	42.73
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	(335.46)	106.71
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	2,413.75	65.52
001-41-530.53.10	STREET REPAIR	7,500.00	7,500.00	0.00	1,158.91	84.55
001-41-530.53.20	STREET SIGNS	8,000.00	8,000.00	0.00	4,034.38	49.57
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	0.00	100.00
001-41-581.00.00	TRANSFER OUT	10,000.00	10,000.00	0.00	0.00	100.00
						65.83

Department: 42 GROUNDS KEEP

001-42-530.34.91	LANDSCAPING	22,300.00	22,300.00	0.00	9,512.27	57.34
001-42-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	(276.66)	111.07
001-42-530.46.40	GROUNDS MAINTENANCE	26,000.00	26,000.00	0.00	21,545.22	17.13
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



	Description	Original Budget	Amended	Encumbran	Available	% Used
001-42-530.52.20	TOOLS & HARDWARE	500.00	500.00	0.00	(840.48)	268.10
001-42-530.52.50	GAS & OIL	1,000.00	1,000.00	0.00	(63.59)	106.36
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
						53.50

## Department: 72 PARKS &amp; RECRE/

001-72-570.48.10	FOUNDER'S DAY	8,000.00	8,000.00	0.00	(549.02)	106.86
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	3,530.59	29.39
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
001-72-570.64.01	CAPITAL OUTLAY	30,000.00	30,000.00	0.00	17,070.00	43.10
						63.85

## Overall Expenditure Rate:

71.12

## 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 &amp; 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	500.00	0.00
104-72-570.46.40	GROUNDS 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

	Description	Original Budget	Amended	Encumbran	Available	% Used
104-72-570.52.00	UNIFORMS	400.00	400.00	0.00	360.77	9.81
104-72-570.64.01	CAPITAL OUTLAY	6,000.00	6,000.00	0.00	4,971.17	17.15
104-72-570.83.01	SUNSHINE JIM	1,500.00	1,500.00	0.00	57.61	96.16
						27.03

**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	98,106.87	59.12
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	5,698.75	5.02
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	4,091.00	68.53
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	1,322.14	77.96
125-24-364.10.00	DISPOSAL OF ASSETS - VEHICLES	0.00	0.00	0.00	(6,000.00)	100.00
						61.45

**Account Category: Expenditures**

125-24-500.12.00	REGULAR SALARIES	154,096.00	154,096.00	0.00	42,723.95	72.27
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	3,450.85	70.73
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	20,910.83	20,910.83	0.00	5,797.52	72.28
125-24-500.23.01	HEALTH INSURANCE	17,000.00	17,000.00	0.00	6,216.32	63.43
125-24-500.23.02	LIFE INSURANCE	136.00	136.00	0.00	43.10	68.31
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	349.70	29.08
125-24-520.40.00	TRAVEL & MEETINGS	700.00	700.00	0.00	(476.46)	168.07
125-24-520.41.10	COMMUNICATION SERVICES	0.00	0.00	0.00	(130.00)	100.00
125-24-520.46.20	VEHICLE MAINTENANCE	800.00	800.00	0.00	374.09	53.24
125-24-520.51.00	OFFICE SUPPLIES	430.00	430.00	0.00	181.00	57.91

	Description	Original Budget	Amended	Encumbran	Available	% Used
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
125-24-520.52.20	TOOLS & HARDWARE	100.00	100.00	0.00	(129.00)	229.00
125-24-520.52.50	GAS & OIL	700.00	700.00	0.00	369.04	47.28
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	(549.00)	237.25
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	(326.85)	109.37
125-24-581.00.00	TRANSFER OUT	20,000.00	20,000.00	0.00	20,000.00	0.00
						69.66

**Fund: 145 AMERICAN RESCUE PL**

**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	725,488.34	4.36
						5.32

**Fund: 172 OCEAN PARK PARKING**

**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	7,550.00	37.08
172-75-344.50.00	PARKING METER REVENUE	95,000.00	95,000.00	0.00	33,748.06	64.48
						78.18

<b>Account Category: Expenditures</b>		<b>Description</b>	<b>Original Budget</b>	<b>Amended</b>	<b>Encumbran</b>	<b>Available</b>	<b>% Used</b>
172-75-575.31.02		LIFEGUARD CONTRACT	73,000.00	73,000.00	0.00	55,119.64	24.49
172-75-575.32.90		BANKING FEES	5,500.00	5,500.00	0.00	1,801.96	67.24
		<b>Description</b>	<b>Original Budget</b>	<b>Amended</b>	<b>Encumbran</b>	<b>Available</b>	<b>% Used</b>
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	2,269.32	54.61
172-75-575.43.10		ELECTRICITY	3,000.00	3,000.00	0.00	1,212.30	59.59
172-75-575.43.20		WATER & SEWER	1,200.00	1,200.00	0.00	(206.55)	117.21
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	626.05	79.13
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
172-75-575.52.10		JANITORIAL SUPPLIES	350.00	350.00	0.00	(1,622.75)	563.64
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	5,433.07	9.45
172-75-581.00.00		TRANSFER OUT	1,400.00	1,400.00	0.00	0.00	100.00
							40.04

**Fund: 175 RYCKMAN CROSSOVE****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	(1,800.00)	151.43	
175-75-344.50.00	PARKING METER REVENUE	89,000.00	89,000.00	0.00	23,008.08	74.15	
175-75-344.50.10	PARK PASS REVENUE	2,500.00	2,500.00	0.00	(400.00)	116.00	
175-75-347.90.01	SPECIAL EVENTS	0.00	0.00	0.00	(75.00)	100.00	
							78.18

<b>Account Category: Expenditures</b>		<b>Description</b>	<b>Original Budget</b>	<b>Amended</b>	<b>Encumbran Available</b>	<b>% Used</b>
175-75-575.31.00		PROFESSIONAL SERVICES	0.00	0.00	0.00	(3,000.00) 100.00
		<b>Description</b>	<b>Original Budget</b>	<b>Amended</b>	<b>Encumbran Available</b>	<b>% Used</b>
175-75-575.32.90		BANKING FEES	3,400.00	3,400.00	0.00	934.64 72.51
175-75-575.41.15		IPS COMMUNICATION FEE	2,800.00	2,800.00	0.00	1,040.91 62.82
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		CHRISTMAS DECORATIONS	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	3,200.00 69.52
175-75-575.63.06		PLAYGROUND EQUIPMENT	0.00	0.00	0.00	(1,928.59) 100.00
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
						<b>67.36</b>

**Fund: 351 LAND & ROAD IMPRO****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
						<b>76.66</b>

**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	(3,359.13) 116.80
351-41-570.64.01		CAPITAL OUTLAY	50,000.00	50,000.00	0.00	50,000.00 0.00
						<b>23.26</b>

**Parking Revenue FY Comparison**

<b>FY23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>	<b>TOTAL</b>
<b>Ocean</b>	4,921.04	3,785.42	3,456.88	4,996.04	8,137.70	13,056.24	9,875.00	10,732.69	10,164.36	69,125.37
<b>Ryckman</b>	6,354.35	5,050.00	6,359.91	6,415.41	8,745.55	10,817.72	9,235.16	9,540.80	7,688.74	70,207.64
<b>Total</b>	11,275.39	8,835.42	9,816.79	11,411.45	16,883.25	23,873.96	19,110.16	20,273.49	17,853.10	139,333.01

<b>FY24</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-24</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>	<b>TOTAL</b>
<b>Ocean</b>	4,323.54	3,669.99	2,544.37	2,412.50	3,359.78	10,650.19	10,584.79	11,999.21	11,707.57	61,251.94
<b>Ryckman</b>	5,616.47	4,085.40	5,833.19	5,111.66	6,927.64	10,600.74	9,782.44	9,917.90	8,116.48	65,991.92
<b>Total</b>	9,940.01	7,755.39	8,377.56	7,524.16	10,287.42	21,250.93	20,367.23	21,917.11	19,824.05	127,243.86

# Town Commission Meeting

Section: Parks Board General Report

Meeting Date: July 17, 2024

From: Dawn Barlow, Chairperson

All,

As the Parks Board Chairperson, I presented at the June Town Commission meeting on 3 projects the Board has been asked to advise on. Our meeting notes from July 1, 2024, are on file with the Town Clerk, but I wanted to provide an update in summary form:

## 1. Honor our Veterans

### • Circle Park

- Originally, the Board was asked to explore creating a memorial in Circle Park.
- Update: Based on the reaction and feedback from the June Town Commission Meeting and the residents who attended the July 1 Parks Board meeting, the Parks Board believes it to be in the best interest of the Town to shift the memorial project to Ryckman and support a general refresh of Circle Park. Further exploratory discussions will include Ryckman House and DAR representatives. Our Board is updating and finalizing the Required Components document to provide possible vendors for Circle Park refresh. The goal is to present our findings in the August/September timeframe.

### • Hometown Heroes

- Originally, the Board presented this in addition to creating a memorial.
- Update: Our board will be gathering costs to support the program. The goal is to have Hometown Heroes presented at the August or September TC meeting.

## 2. Bicentennial Park

- Originally, the Board was asked to review \$1,500 water feature donation.
- Update: Joyce Barton attended our Board meeting on July 1. We appreciate the history she was able to provide. The Board also recognizes and appreciates the efforts the Garden Club has provided for 60+ years. She did share that the donation was specific to a water feature. Our Board will be researching commercial grade equipment for the Town to consider. The Board also recommends that the Town consider some recognition for

all that the Garden Club has contributed. Because the idea is to have “Welcome to Melbourne Beach” incorporated into the water feature, a larger discussion took place around all “welcome” signage. The Board recognizes that all signage is outside park boundaries or Park Board advisory level. We suggest the Town consider a cohesive sign package concurrently with the water feature.

### **3. Playground Equipment**

- Originally, the Board was asked to explore playground equipment replacement.
- Update: Research continues, and the Board will also reach out to Indialantic to learn more about their vendor and weather resistant materials utilized.

Our next Board sponsored event is scheduled in November. Because summer is a downtime for events held, it helps us focus our time on these key projects identified by the Town. They will remain on our agenda. Residents are welcome at our monthly meetings, held every 1<sup>st</sup> Thursday of the month. Our next meeting is August 1. The Board expects to present our findings at future Town Commission meetings.



## Public Works Activities

June 2024

Built swales west side of Oak from Ocean to northside of 4<sup>th</sup>

Removed old irrigation pump cover at Circle Park installed new one and new timer

Removed broken plexiglass window on playground toy – vandalized

Removed numerous “pop up” signs in right of way Ocean Ave. east

Flags up and down for July 4<sup>th</sup>

Replaced floor drain Ocean Park restroom

Cleaned water filter on artesian well Ryckman east

Attempted to unclog toilet OP womens restroom – rolls of toilet paper sunglasses

**Note:** so badly clogged had to hire commercial company to resolve clog

Cleared grass growing through pavement on Cherry

Removed one of the sections of fence at railroad exhibit by pier- damaged by vehicle

Installed new poles signs on Oak from 1<sup>st</sup> through 4<sup>th</sup>. used stop signs removed from Riverside

Replaced 2 hand soap dispensers Ocean Park – vandalized

Removed and replaced dais furniture – new floor/dais

Removed replaced irrigation pump on Ocean Ave. front of Savers Drug

Cleaned stormwater baffle boxes

Removed speed humps

Repaired beach wheel chair box at Ocean Park – wear and tear

Constructed a drain route for stormwater to drain west end of 4<sup>th</sup> Ave.

Removed deceased raccoon on Banyan

Rebuilt 2 swings at Ocean Park – wear and tear

Repaired sign at Ave. A and Oak St.

Repaired ballusters that had been kicked out Ocean Park crossover

Trimmed trees hanging blocking street signs 10 locations

Installed 2 hearing impaired children at play on Ash

Installed 2 no parking signs on 2<sup>nd</sup> resident request

Replace street signs Orange and 4<sup>th</sup> hit by vehicle

Place 2 picnic tables in Ryckman former bocce court area

Replaced damaged control button drinking fountain Ocean Park

Painted crosswalks

Pot hole repairs Riverside

Worked with company for rat eradication at Old Town Hall/History Center

Assisted with Pineapple Man triathlon



# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

## Building Department Report

JUNE 2024

- permits issued 52
- Construction value of the \$697,128.13 permits totaled \$14,222.99
- Total permit fees \$14,222.99
- Inspections completed 127
- Plans reviewed 52
- Site plan review for P&Z 0
- Vacation rental inspections 1
- New home 0
- Stop work order 0

# Monthly Permit List

## Accessory Structure

Permit #	Applicant	Address	Fee Total	Const. Value
PAS24-0006	GROUNDEN BUILDS BREVARD, LLC	526 SUNSET BLVD.	\$820.00	\$60000.00
<b>Work Description:</b> construction of cabana structure				
PAS24-0005	JACKSON, WILLIAM	1908 CEDAR LANE	\$0.00	\$4000.00
<b>Work Description:</b> Chickee hut				

**Total Permits For Type: 2**  
**Total Fees For Type: \$820.00**  
**Total Const. Value For Type: \$64000.00**

## Com Building

Permit #	Applicant	Address	Fee Total	Const. Value
PCB24-0005	BLUESTREAK JONATHAN RIOS	207 FIFTH AVE	\$0.00	\$0.01
<b>Work Description:</b> complete 2 bores under fifth ave and place 1 1/2" conduit by bore method parallel to fifth ave place 7 handholes				

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

## Electrical

Permit #	Applicant	Address	Fee Total	Const. Value
PE24-0031	James W Bruce Jr	402 POINSETTIA RD	\$79.00	\$2140.00
<b>Work Description:</b> Replace 200A main breaker panel and breakers				
PE24-0032	Miller, Evan	2105 ATLANTIC ST 611	\$79.00	\$2000.00
<b>Work Description:</b> REPLACE EXISTING 125AMP ELECTRICAL PANEL WITH NEW 125AMP ELECTRICAL PANEL				
PE24-0030	HECK, JAMES & TIA	1607 ATLANTIC ST	\$262.92	\$8550.00
<b>Work Description:</b> upgrade service to 320a				
PE24-0035	Miller, Evan	1606 ATLANTIC ST 3	\$229.00	\$1700.00
<b>Work Description:</b> Replace 125 amp electrical panel with new 125 amp electrical panel				
PE24-0033	HECK, JAMES & TIA	404 THIRD AVE	\$146.64	\$4750.00
<b>Work Description:</b> REWIRE KITCHEN				
PE24-0034	PETER FURROW	412 SECOND AVE	\$93.40	\$2980.00
<b>Work Description:</b> INSTALLATION OF NEW 150 AMP ELECTRICAL PANEL *LIKE FOR LIKE * SAME LOCATION (GARAGE)				

**Total Permits For Type: 6**  
**Total Fees For Type: \$889.96**

Total Const. Value For Type: **\$22120.00** <sup>117</sup>

## Fence

Permit #	Applicant	Address	Fee Total	Const. Value
PF24-0020	GANARY, DEREK	445 SANDY KY	\$79.00	\$2000.00
<b>Work Description:</b> fence installation				
PF24-0018	AAA QUALITY FENCE LLC	391 RIVERVIEW LN	\$310.29	\$10272.00
<b>Work Description:</b> REMOVE AND REPLACE 396 LF OF 6' HIGH VINYL WITH 2 GATES				
PF24-0019	FENCE OUTLET INC	218 DOGWOOD AVE	\$191.46	\$6222.00
<b>Work Description:</b> 243 ft of white privacy PVC fence with no gates				
PF24-0022	Patterson, Alan	901 ATLANTIC ST	\$115.85	\$3728.20
<b>Work Description:</b> Install 83' of wood fence including two walk gates				

**Total Permits For Type: 4**  
**Total Fees For Type: \$696.60**  
**Total Const. Value For Type: \$22222.20**

## Mechanical

Permit #	Applicant	Address	Fee Total	Const. Value
PM24-0055	KOLLEN, GLENN	300 SURF RD	\$79.00	\$1800.00
<b>Work Description:</b> REPLACE OUTSIDE AC FAN HOUSING, FAN AND COMPRESSOR				
PM24-0050	Ralph w Durham	1304 PINE ST	\$211.87	\$6890.00
<b>Work Description:</b> exact replacement 4 ton AC condenser only - Reuse matched ALT				
PM24-0051	Charles Silva	507 OCEAN AVE	\$0.00	\$4100.00
<b>Work Description:</b> INSTALL 24,000 BTU GREE MINI SPLIT HEAT PUMP				
PM24-0046	WHITLOCK, GARY	103 OAK ST	\$143.32	\$4641.00
<b>Work Description:</b> change out AC with American Standard Air Handler				
PM24-0052	LYONS, TRAVIS	510 BANYAN WAY	\$353.44	\$14482.00
<b>Work Description:</b> CHANGE OUT SIZE FOR SIZE 3 TON 14.5 SEER2 DAIKIN HEAT PUMP SYSTEM. INCLUDES NO DUCT WORK				
PM24-0047	Gregory L Vermett	2050 ATLANTIC ST 312	\$264.91	\$8615.00
<b>Work Description:</b> replace A/C system				
PM24-0054	KRISTOPHER MOORE	201 FOURTH AVE A	\$212.18	\$6900.00
<b>Work Description:</b> same size a/c changeout 3ton straight cool split system				
PM24-0048	Kristin N Kelly	305 SECOND AVE	\$179.43	\$5827.00
<b>Work Description:</b> replace HVAC system exact size change out no duct work				

**Total Permits For Type: 8**  
**Total Fees For Type: \$1444.15**  
**Total Const. Value For Type: \$53255.00**

## Miscellaneous

Permit #	Applicant	Address	Fee Total	Const. Value
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PMC24-0009	FOUNDATION REPAIR SERVICES	209 CHERRY DR	\$307.50	\$10000.00
<b>Work Description:</b> Foundation repair - install four (4x) Helical pile on the east side bathroom, bedroom and garage of the house				
PMC24-0007	BIG KAHUNA TIKI HUTS	302 SIXTH AVE	\$0.00	\$0.01
<b>Work Description:</b> custom built authentic chickee hut with thatched roof made of palm				

**Total Permits For Type: 2**  
**Total Fees For Type: \$307.50**  
**Total Const. Value For Type: \$10000.01**

## Paver, Concrete, & Deck

Permit #	Applicant	Address	Fee Total	Const. Value
PCD24-0014	UNIVERSAL CONTRACTING AND CONSTRUCTION	203 SIXTH AVE 12	\$143.59	\$4650.00
<b>Work Description:</b> 9'6"x 16'x4" back patio addition and 6'6"x2'x4" back patio addition with 8"x8" footing and 1 #5 rebar, 3,000 psi fibercrete				
PCD24-0018	Dave Nielsen LLC	602 MANGO DR	\$363.88	\$15500.00
<b>Work Description:</b> install driveway pavers				
PCD24-0013	Surfside Pavers Inc.	608 MANGO DR	\$494.00	\$28194.65
<b>Work Description:</b> new paver driveway walk way front entry walkway from the driveway to teh pool deck expand pad deck by approx 200'				
PCD24-0019	LERVOLD, MICHAEL LERVOLD, JENNIFER	214 ELM AVE	\$121.00	\$3900.00
<b>Work Description:</b> 10'X10'X4" PATIO EXTENSION ON EAST SIDE OF HOUSE WITH ONE 12"X12" DOUBLE #5 REBAR FOOTER. 26'X10X4" PATIO EXTENSION ON REAR OF HOUSE WITH 2 12"X12" BOUBLE #5 REBAR FOOTERS. FOOTERS WILL BE USED FOR FUTURE PATIO COVER				
PCD24-0017	BANAPOUR, MAY	312 BANYAN WAY	\$402.38	\$13200.00
<b>Work Description:</b> Installation of paver driveway 1200 sq ft on front of house where old round about gravel drive existed				
PCD24-0015	TODD THOMAS HOME IMPROVEMENTS	1503 ATLANTIC ST A	\$471.50	\$26000.00
<b>Work Description:</b> Build deck on rear of property (re-building a previously existing deck that was removed. Add onto existing fence				
PCD24-0020	HOBGOOD, CORTNEY	200 SIXTH AVE	\$94.00	\$3000.00
<b>Work Description:</b> Framing and drywall, kitchen, bathrooms, livinging room, bedrooms, doors for bathrooms, pavers on exterior porches.				

**Total Permits For Type: 7**  
**Total Fees For Type: \$2090.35**  
**Total Const. Value For Type: \$94444.65**

## Plumbing

Permit #	Applicant	Address	Fee Total	Const. Value
PP24-0016	HARPER, DANIEL	418 AVENUE B	\$79.00	\$600.00
<b>Work Description:</b> REPLACE HOT WATER HEATER WITH WARRANTY UNIT				
PP24-0015	STEPHEN MCANALLY	223 SIXTH AVE	\$0.00	\$10179.90

**Total Permits For Type: 2**  
**Total Fees For Type: \$79.00**  
**Total Const. Value For Type: \$10779.90**

**Reroof**

Permit #	Applicant	Address	Fee Total	Const. Value
PRR24-0031	Florida Native Roofing Inc	396 RIVER VW	\$137.50	\$4450.00
	<b>Work Description:</b> 26g standing seam reroof - Boat Dock only			
PRR24-0033	J&M ROOFING LLC	302 ORANGE ST	\$444.00	\$16000.00
	<b>Work Description:</b> re-roof with like materials (self adheard underlayment w/shingles			
PRR24-0038	G&G ROOFING CONSTRUCTION INC CHEYANNE@CFLROOFING.COM	300 OCEAN AVE	\$1329.06	\$119328.00
	<b>Work Description:</b> re-roof, commercial, 60 mil tpo 106 sqs, metal 15 sqs			
PRR24-0032	FLORIDA HIGH AND DRY ROOFING	320 HIBISCUS TRL	\$312.63	\$10500.00
	<b>Work Description:</b> flat roof replacement			
PRR24-0036	ROC ROOFING INC	209 CHERRY DR	\$408.98	\$19900.00
	<b>Work Description:</b> reroof home with shingles			
PRR24-0035	HEART ROOFING INC	521 ANDREWS DR	\$374.07	\$16495.00
	<b>Work Description:</b> reroof			
PRR24-0034	RALPH CARPENTER ROOFING INC	403 ANDREWS DR	\$388.07	\$17860.00
	<b>Work Description:</b> reroof: remove and replace shingles			
PRR24-0037	HASTINGS ROOFING SERVICE, INC CODY HASTINGS	401 SECOND AVE	\$307.50	\$10000.00
	<b>Work Description:</b> remove existing shingle roof and replace with .032 Aluminium Standing Seam roof			

**Total Permits For Type: 8**  
**Total Fees For Type: \$3701.81**  
**Total Const. Value For Type: \$214533.00**

**Res Building**

Permit #	Applicant	Address	Fee Total	Const. Value
PRB24-0022	GROUND ED BUILDS BREVARD, LLC	402 SURF RD	\$307.50	\$10000.00
	<b>Work Description:</b> Installation of an aluminum patio covering on the northeast side of the house			
PRB24-0023	PORTER, BENJAMIN CORY AND PORTER, ANNA NEVIUS	536 SUNSET BLVD	\$717.50	\$50000.00
	<b>Work Description:</b> install impact windows, remodel two bathrooms			

**Total Permits For Type: 2**

**Total Fees For Type: \$1025.00**  
**Total Const. Value For Type: \$60000.00**

**Shed**

Permit #	Applicant	Address	Fee Total	Const. Value
PSH24-0004	Backyard Storage Solutions LLC	1202 OAK ST	\$176.17	\$5720.00
<b>Work Description:</b> 12 x10 wood shed to be built on property - no plumbing, no electric				

**Total Permits For Type: 1**  
**Total Fees For Type: \$176.17**  
**Total Const. Value For Type: \$5720.00**

**Window, Door, and Shutter Permit**

Permit #	Applicant	Address	Fee Total	Const. Value
PWS24-0054	All Pro Garage Doors Inc	1906 ROSEWOOD DR	\$199.93	\$6500.00
<b>Work Description:</b> REPLACE GARAGE DOOR				
PWS24-0047	All Pro Garage Doors Inc	1904 ROSEWOOD DR	\$219.87	\$7150.00
<b>Work Description:</b> installation of new garage door				
PWS24-0059	SUNSET VIEW WINDOWS AND DOORS RYAN BITGOOD	308 OAK ST	\$382.69	\$17336.36
<b>Work Description:</b> installation of windows and doors				
PWS24-0048	A BETTER VIEW	407 HIBISCUS TRL	\$592.97	\$37850.00
<b>Work Description:</b> window and door replacement impact				
PWS24-0057	Nobili Brothers Contractors, Inc.	311 HIBISCUS TRL	\$461.25	\$25000.00
<b>Work Description:</b> remove 8 existing windows and replace with new impact, insulated windows				
PWS24-0051	A BETTER VIEW	307 FIFTH AVE	\$151.21	\$4900.00
<b>Work Description:</b> window and door replacements impact				
PWS24-0049	AFFORDABLE GLASS PROTECTION	208 ELM AVE	\$306.58	\$9970.00
<b>Work Description:</b> Install Hurricane shutters				
PWS24-0056	Newsouth Window Solutions	411 AVENUE A	\$227.46	\$7397.00
<b>Work Description:</b> 3 windows 0 doors				
PWS24-0055	Nobili Brothers Contractors, Inc.	201 FIFTH AVE	\$450.49	\$23950.00
<b>Work Description:</b> removing existing windows and sliding glass door, replace with new impact insulated.				

**Total Permits For Type: 9**  
**Total Fees For Type: \$2992.45**  
**Total Const. Value For Type: \$140053.36**



<b>Grand Total Fees:</b>	<b>\$14,222.99</b>
<b>Grand Total Permits:</b>	<b>52.00</b>
<b>Grand Total Const. Value:</b>	<b>\$697128.13</b>

# Permit List

122  
07/02/2024  
1/2

Permit	Type	Address	Applicant	Issued	Expired	Paid
PRB24-0022	Res Building	402 SURF RD	GROUNDLED BUILDS BREVARD, LLC	06/18/202	12/15/202	\$307.50
PM24-0055	Mechanical	300 SURF RD	KOLLEN, GLENN	06/26/202	12/23/202	\$79.00
PAS24-0006	Accessory Structure	526 SUNSET BLVD.	GROUNDLED BUILDS BREVARD, LLC	06/10/202	12/23/202	\$820.00
PRB24-0023	Res Building	536 SUNSET BLVD	PORTER, BENJAMIN CORY AND PORTER, ANNA NEVIUS	06/26/202	12/23/202	\$717.50
PCD24-0014	Paver, Concrete, & Deck	203 SIXTH AVE 12	UNIVERSAL CONTRACTING AND CONSTRUCTION	06/13/202	12/10/202	\$143.59
PF24-0020	Fence	445 SANDY KY	GANARY, DEREK	06/10/202	12/10/202	\$79.00
PWS24-0054	Window, Door, and Shutter Permit	1906 ROSEWOOD DR	All Pro Garage Doors Inc	06/06/202	12/03/202	\$199.93
PWS24-0047	Window, Door, and Shutter Permit	1904 ROSEWOOD DR	All Pro Garage Doors Inc	06/06/202	12/03/202	\$219.87
PF24-0018	Fence	391 RIVERVIEW LN	AAA QUALITY FENCE LLC	06/11/202	12/23/202	\$310.29
PRR24-0031	Reroof	396 RIVER VW	Florida Native Roofing Inc	06/05/202	12/14/202	\$137.50
PE24-0031	Electrical	402 POINSETTIA RD	James W Bruce Jr	06/03/202	12/24/202	\$79.00
PM24-0050	Mechanical	1304 PINE ST	Ralph W Durham	06/13/202	12/10/202	\$211.87
PRR24-0033	Reroof	302 ORANGE ST	J&M ROOFING LLC	06/14/202	12/24/202	\$444.00
PM24-0051	Mechanical	507 OCEAN AVE	Charles Silva	06/13/202		\$0.00
PRR24-0038	Reroof	300 OCEAN AVE	G&G ROOFING CONSTRUCTION INC CHEYANNE@CFLROOFING.COM	06/27/202	12/24/202	\$1329.06
PSH24-0004	Shed	1202 OAK ST	Backyard Storage Solutions LLC	06/06/202	12/03/202	\$176.17
PWS24-0059	Window, Door, and Shutter Permit	308 OAK ST	SUNSET VIEW WINDOWS AND DOORS RYAN BITGOOD	06/17/202	12/14/202	\$382.69
PM24-0046	Mechanical	103 OAK ST	WHITLOCK, GARY	06/18/202	12/21/202	\$143.32
PCD24-0018	Paver, Concrete, & Deck	602 MANGO DR	Dave Nielsen LLC	06/10/202	12/07/202	\$363.88
PCD24-0013	Paver, Concrete, & Deck	608 MANGO DR	Surfside Pavers Inc.	06/25/202	12/22/202	\$494.00
PWS24-0048	Window, Door, and Shutter Permit	407 HIBISCUS TRL	A BETTER VIEW	06/03/202	12/25/202	\$592.97
PRR24-0032	Reroof	320 HIBISCUS TRL	FLORIDA HIGH AND DRY ROOFING	06/05/202	12/21/202	\$312.63
PWS24-0057	Window, Door, and Shutter Permit	311 HIBISCUS TRL	Nobili Brothers Contractors, Inc.	06/21/202	12/23/202	\$461.25
PWS24-0051	Window, Door, and Shutter Permit	307 FIFTH AVE	A BETTER VIEW	06/04/202	12/24/202	\$151.21
PCD24-0019	Paver, Concrete, & Deck	214 ELM AVE	LERVOLD, MICHAEL LERVOLD, JENNIFER	06/10/202	12/22/202	\$121.00
PWS24-0049	Window, Door, and Shutter Permit	208 ELM AVE	AFFORDABLE GLASS PROTECTION	06/05/202	12/02/202	\$306.58
PF24-0019	Fence	218 DOGWOOD AVE	FENCE OUTLET INC	06/07/202	12/21/202	\$191.46

# Permit List

123  
07/02/2024  
2/2

Permit	Type	Address	Applicant	Issued	Expired	Paid
PMC24-0009	Miscellaneous	209 CHERRY DR	FOUNDATION REPAIR SERVICES	06/13/202	12/10/202	\$307.50
PRR24-0036	Reroof	209 CHERRY DR	ROC ROOFING INC	06/18/202	12/22/202	\$408.98
PAS24-0005	Accessory Structure	1908 CEDAR LANE	JACKSON, WILLIAM	06/25/202	12/23/202	\$0.00
PM24-0052	Mechanical	510 BANYAN WAY	LYONS, TRAVIS	06/14/202	12/11/202	\$353.44
PCD24-0017	Paver, Concrete, & Deck	312 BANYAN WAY	BANAPOUR, MAY	06/05/202	12/18/202	\$402.38
PP24-0016	Plumbing	418 AVENUE B	HARPER, DANIEL	06/26/202	12/23/202	\$79.00
PWS24-0056	window, Door, and Shutter Permit	411 AVENUE A	Newsouth Window Solutions	06/11/202	12/08/202	\$227.46
PM24-0047	Mechanical	2050 ATLANTIC ST 312	Gregory L Vermett	06/07/202	12/24/202	\$264.91
PE24-0032	Electrical	2105 ATLANTIC ST 611	Miller, Evan	06/06/202	12/18/202	\$79.00
PE24-0030	Electrical	1607 ATLANTIC ST	HECK, JAMES & TIA	06/07/202	12/04/202	\$262.92
PE24-0035	Electrical	1606 ATLANTIC ST 3	Miller, Evan	06/24/202	12/21/202	\$229.00
PCD24-0015	Paver, Concrete, & Deck	1503 ATLANTIC ST A	TODD THOMAS HOME IMPROVEMENTS	06/06/202	12/03/202	\$471.50
PF24-0022	Fence	901 ATLANTIC ST	Patterson, Alan	06/24/202	12/24/202	\$115.85
PRR24-0035	Reroof	521 ANDREWS DR	HEART ROOFING INC	06/18/202	12/15/202	\$374.07
PRR24-0034	Reroof	403 ANDREWS DR	RALPH CARPENTER ROOFING INC	06/14/202	12/11/202	\$388.07
PMC24-0007	Miscellaneous	302 SIXTH AVE	BIG KAHUNA TIKI HUTS	06/07/202		\$0.00
PP24-0015	Plumbing	223 SIXTH AVE	STEPHEN MCANALLY	06/04/202	12/01/202	\$0.00
PCD24-0020	Paver, Concrete, & Deck	200 SIXTH AVE	HOBGOOD, CORTNEY	06/14/202	12/11/202	\$94.00
PCB24-0005	Com Building	207 FIFTH AVE	BLUESTREAK JONATHAN RIOS	06/19/202	12/16/202	\$0.00
PWS24-0055	window, Door, and Shutter Permit	201 FIFTH AVE	Nobili Brothers Contractors, Inc.	06/13/202	12/16/202	\$450.49
PM24-0054	Mechanical	201 FOURTH AVE A	KRISTOPHER MOORE	06/19/202	12/29/202	\$212.18
PE24-0033	Electrical	404 THIRD AVE	HECK, JAMES & TIA	06/10/202	12/07/202	\$146.64
PE24-0034	Electrical	412 SECOND AVE	PETER FURROW	06/19/202	12/18/202	\$93.40
PRR24-0037	Reroof	401 SECOND AVE	HASTINGS ROOFING SERVICE, INC CODY HASTINGS	06/26/202	12/29/202	\$307.50
PM24-0048	Mechanical	305 SECOND AVE	Kristin N Kelly	06/14/202	12/11/202	\$179.43

**Total Permits: 52**  
**Total Paid: \$14222.99**

# Inspection Totals

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BTR FIRE	3
Deadmen & Tiebacks	1
Deck	3
Dry-In	4
Drywall	4
Electrical	15
Equipotential	2
Erosion Control	2
Final	11
Final	1
Final Building	3
Final Fence	5
Final Mechanical	9
Final Paver, Concrete, & Deck	4
Final Plumbing	3
Final Pool Resurface	1
Final Seawall	1
Final Window, Door, & Shutter	10
Fire Inspection	1
Footer	1

# Inspection Totals

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Framing	1
In Progress	4
In Progress - Window	2
In-Progress	9
Insulation	1
Pan	1
Plumbing Underground	1
Pre Pour	1
Rough - Electric	1
Rough Electrical	4
Rough Mechanical	1
Rough Plumbing	6
Screw	2
SCREW	1
Steel & Ground	4
Truss, Bracing & Strapping	1
Underground Plumbing	3

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**Total # of Inspections: 127**

**Certificate List****ACTIVE REGISTERED VACATION RENTALS 7/11/2024**

07/11/2024

1/1

<b>Certificate #</b>	<b>Property Address</b>	<b>Certificate Type</b>	<b>Holder</b>	<b>Status</b>	<b>Issued</b>	<b>Expires</b>	<b>Amount Due</b>
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
CVR23-0019	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
CVR24-0016	211 CHERRY DR	Vacation Rental	BEACH HOST, LLC SEDENO, SELENE	Issued	07/03/2024	07/03/2025	\$0.00

**Total # of Certificates: 25****Total Amount Due: \$0.00**

**Enforcement List****OPEN ENFORCEMENTS JUNE 2024**

<b>Enforcement #</b>	<b>Address</b>	<b>Category</b>	<b>Status</b>	<b>Origin</b>	<b>Filed</b>	<b>Closed</b>
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	
ECE24-0214	387 RIVER VIEW LN	Short Term Rental Violations	Open - First Letter Sent		04/01/24	
ECE24-0220	206 FLAMINGO LN	Trailers, Boats, and Recreational Vehicles	Open - First Letter Sent	Staff	06/18/24	

**Total # of Enforcements: 6**

ECE23-0192: Lawn overgrown, no response from property owner.

ECE23-0193: Preparing to condemn structure through Unsafe Building Abatement process.

ECE23-0201: Fines accruing daily.

ECE23-0206: Business invoiced for BTR and late penalties.

ECE24-0214: Property owners filed VR application, in process.

ECE24-0220: Working with occupant to come into compliance.

# Enforcement List

## CLOSED CODE ENFORCEMENTS JUNE 2024

07/11/2024

1/1

Enforcement #	Address	Category	Status	Origin	Filed	Closed
ECE24-0219	411 HIBISCUS TRL	Lighting violations	Closed - Complied	Public - Phone	05/29/24	06/18/24

**Total # of Enforcements: 1**





# Town of Melbourne Beach



## *Fire Department*

### **MONTHLY REPORT – June 2024**

#### **Incident Response**

For the month of June 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 9.

#### ***Breakdown:***

- 8 Fire/Rescue 911 Calls (Paged out)
- 1 Coverage/Standby Assignment (PineappleMan Triathlon)
- 1 Lockout
- 1 EMS Call (First Aid)
- 1 Public Assist

#### **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**

- 6/2/24 – Assist BCSO with victim recovery in 4000 Blk of Hwy A1A.
- 6/27/24 – Electrical hazard and grass fire in 300 blk of Beau Jean Avenue caused by live downed powerline. Electrical grid shut down and hotspots from fire extinguished. Scene turned over to FPL for electrical line repair.

## 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 tentatively scheduled for July 30<sup>th</sup>. For more information, visit [MBVFD.com/recruitment](http://MBVFD.com/recruitment), [MakeMeAFirefighter.org](http://MakeMeAFirefighter.org), or email us at [FireTraining@MelbourneBeachFL.org](mailto:FireTraining@MelbourneBeachFL.org).

## Notable Events & Updates

***Multi-Agency Aviation Awareness Training*** – Along with the Indian River and Indian Harbour Beach Fire Departments, the Melbourne Beach Fire Department participated in a multi-agency aviation training event at Hoover Middle School. Aviation units from BCSO, FWC, and Health First were invited to come present on how to best work together with their air assets for multi-agency rescue incidents. The Training was cut short due to inclement weather, but overall it was still a great educational opportunity for all involved.

***UCF REACT Peer Support Training*** - 3 Department Volunteers, along with Fire Chaplain Diamond and Chief Brown, attended a 1 day REACT Peer Support training event hosted by the Palm Bay Fire Department and taught by the UCF Restores team. The training focused on first responder mental health and how to recognize potential stressors and warning signs of individuals expiring unmanaged stress. Thank you to UCF Restores and Palm Bay Fire Department for putting on and covering the expenses of a great training.

***New Marine Vessel Update*** - As presented in last month's regular Town Commission Meeting, The Melbourne Beach Volunteer Firefighters Association purchased a new vessel for the Department's Marine Rescue Division. The new boat has significantly better technology and many improvements that will allow the Fire Department to better serve the community in times of need. Training has been taking place to familiarize the Department's current marine rescue equipment operators with the new vessel. In addition, the Department will be hosting a Marine Standards Course later this year to train new volunteers how to respond to water based emergencies. The new vessel was on display for the community to see at the Firefighters Association 4<sup>th</sup> of July in the Park event, and it will be officially placed into service sometime in July.

***PineappleMan Triathlon Coverage*** - The Melbourne Beach Volunteer Fire Department provided traffic control and standby first aid and water rescue coverage for the Rotary's 38<sup>th</sup> annual PineappleMan Triathlon event in Melbourne Beach. The event was well attended and no major incidents occurred.

***Volunteer Beach Ambassador Program Update*** – The program was initially targeted to start at the beginning of June 2024. The rollout has been slightly delayed, and has been pushed back temporally to allow for the development of program policies, procedures, and a training curriculum. The Fire Department continues to work with DrownZero International as well as other local non-governmental organizations to procure funding and equipment for the program.

***Misc. Updates*** - Chief Brown attended a regional Marine Intel Meeting hosted by the Florida Fish & Wildlife Commission and a swiftwater/floodwater awareness training course hosted by the Space Coast Fire Chiefs Association.

# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 7/12/2024 12:28:18 PM



## Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 06/01/2024 | End Date: 06/30/2024

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2024-57	06/01/2024		201 Ocean AVE , Melbourne Beach, FL, 32951	Alarm system activation, no fire - unintentional	06/01/2024 16:00	06/01/2024 16:10
2024-58	06/02/2024		507 Ocean AVE , Melbourne Beach, FL, 32951	Cover assignment, standby, moveup	06/02/2024 06:10	06/02/2024 10:33
2024-59	06/02/2024		4005 Highway A1A HWY , Melbourne Beach, FL, 32951	Assist police or other governmental agency	06/02/2024 20:30	06/02/2024 21:24
2024-60	06/04/2024		302 Ocean AVE , Melbourne Beach, FL, 32951	Lock-out	06/04/2024 18:32	06/04/2024 18:45
2024-61	06/06/2024		507 Ocean AVE , Melbourne Beach, FL, 32951	Emergency medical service, other	06/06/2024 19:06	06/06/2024 19:30
2024-62	06/07/2024		404 Sixth AVE , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	06/07/2024 13:45	06/07/2024 13:55
2024-63	06/07/2024		405 Atlantic ST , Melbourne Beach, FL, 32951	Smoke detector activation, no fire - unintentional	06/07/2024 13:53	06/07/2024 13:58
2024-64	06/22/2024		1005 Highway A1A , Melbourne Beach, FL, 32951	Heat detector activation due to malfunction	06/22/2024 11:40	06/22/2024 11:57
2024-65	06/22/2024		2700 N Riverside DR , Indialantic, FL, 32903	Search for person in water	06/22/2024 18:15	06/22/2024 18:19
2024-67	06/25/2024		1801 Redwood AVE , Melbourne Beach, FL, 32951	Animal problem	06/25/2024 11:47	06/25/2024 12:05
2024-68	06/25/2024		228 Sixth AVE , Melbourne Beach, FL, 32951	Arcing, shorted electrical equipment	06/25/2024 14:17	06/25/2024 16:01
2024-69	06/27/2024		303 Beau Jean AVE , Melbourne Beach, FL, 32951	Grass fire	06/27/2024 18:25	06/27/2024 19:13

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



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# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 7/12/2024 12:29:21 PM



## Personnel Count per Incident for Date Range

Start Date: 06/01/2024 | End Date: 06/30/2024

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
** 2024-57	6/1/2024 16:00:09	745 - Alarm system activation, no fire - unintentional	19112	4	5	9
2024-58	6/2/2024 06:10:49	571 - Cover assignment, standby, moveup	19112	5	12	17
** 2024-59	6/2/2024 20:30:24	551 - Assist police or other governmental agency	19112	8	4	12
2024-60	6/4/2024 18:32:30	511 - Lock-out	19112	1	0	1
2024-61	6/6/2024 19:06:31	320 - Emergency medical service, other	19112	4	0	4
** 2024-62	6/7/2024 13:45:41	735 - Alarm system sounded due to malfunction	19112	5	6	11
** 2024-63	6/7/2024 13:53:23	743 - Smoke detector activation, no fire - unintentional	19112	4	7	11
** 2024-64	6/22/2024 11:40:27	734 - Heat detector activation due to malfunction	19112	1	5	6
** 2024-65	6/22/2024 18:15:11	342 - Search for person in water	19112	1	6	7
2024-67	6/25/2024 11:47:37	541 - Animal problem	19112	2	0	2
** 2024-68	6/25/2024 14:17:46	445 - Arcing, shorted electrical equipment	19112	5	0	5
** 2024-69	6/27/2024 18:25:52	143 - Grass fire	19112	6	3	9

**TOTAL # OF INCIDENTS: 12**

**AVERAGES:**

**3.8**

**4.0**

**7.8**

Total # of incidents  
paged out for  
volunteer response: 8

\*\* Without EMS Assist or Service Calls:

**4.3**

**4.5**

**8.8**

Only REVIEWED incidents included



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Doc Id: 358

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# Melbourne Beach Police Department

## Chief Zander's Monthly Report

### June 2024



#### Operations:

In June 2024, the department responded to 1658 calls for service and 42 house checks.

#### Activity:

- 92 Citations/ 23 Written Warning
- 464 Traffic Stops
- 211 Traffic Enforcement Details
- 4 Traffic Complaint
- 14 Parking Citations

We removed the radar trailer off Riverside Dr. for 2 weeks and will place it back out there this week. 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

- Attended the Florida Police Chief's Association Conference in June.
- Swore in our new Officer Edgar Rivera.
- Attended the Grand Opening of the Brevard County EOC building.
- Had meeting to look at starting a mental wellness program.
- Attended a meeting about our crocodile in Brevard County.
- Attended the Air B & B discussion with the Commission and Town Attorney.
- Attended the Change of Command ceremony at Patrick Airforce Base for the 45<sup>th</sup> Security Squadron.
- Provided assistance with the Town's Pineappleman Event
- Reclassified Lt. Matt Smith to Deputy Chief.

#### CRIME Update:

- Kilo and a half of cocaine located on the beach hiding behind a sand dune as well as other drugs confiscated on traffic stops throughout the month.
- 4 Domestic Calls for service

- Several arrests
  - 1 Domestic Violence
  - 4 Traffic related
- 7 Assist other Law enforcement agencies
- 1 Death Investigation- Medical Issues

# Town of Melbourne Beach

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## Town Clerk Report

**Records Management Project/ Scanning Project** – The scanning portion of the project is almost complete.

**New Town Website Project** – Granicus is building the new website.

**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 a Mastering Records Management class. Attended the Florida Association of City Clerks Summer Academy and Conference.

**Town Meetings** – Prepared agendas and minutes and attended the Town Commission Workshop Meeting and the Regular Town Commission Meeting. Prepared for the Environmental Advisory Board, Parks Board, and the Ryckman House Historical Preservation and Awareness Board Meetings.

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

## Regular Town Commission Meeting

**Section:** Public Hearings  
**Meeting Date:** July 17, 2024  
**From:** Ryan Knight Town Attorney  
**Re:** Ordinance 2024-01 Sheds – Second Reading

### Background Information:

During the June 19, 2024 Regular Town Commission Meeting the Town Commission approved Ordinance 2024-01 sheds – first reading.

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 approve the language as presented 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.

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.

During the May 15, 2024 Regular Town Commission Meeting Ordinance 2024-01 Sheds was presented for the first reading. The Town Commission did not have a quorum to vote on this agenda item.

### Recommendation:

Consider approving Ordinance 2024-01.

**Attachments:** Ordinance 2024-01



**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.** Grandfathering. It is the intent of this Ordinance to apply prospectively. Any utility sheds already in existence at the time of the adoption of this Ordinance shall be deemed to comply with the provisions of this Ordinance.

**Section 5.** 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 6.** Conflicting Ordinances. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

**Section 7.** 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 2024-01**

**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 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 law<sup>1</sup> 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

<sup>1</sup> 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 amends Appendix "A" the Land Development Code Section 7A-57 accessory structures specifically utility sheds and setback requirements.

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:** Unfinished Business

**Meeting Date:** July 17, 2024

**From:** Town Manager, Elizabeth Mascaro

**Re:** Paving and Curb Project Riverside Drive

### Background Information:

The paving and curb project on Riverside Drive, is presented again to the Commission for approval.

Previously Goodson Paving had the lowest County Contract price to complete the paving. Don Bo, Inc. was to complete the curb work. Logistically having one company replace the curbing and a different company pave was not ideal and presented several issues. Scott Glaubitz from BSE Engineering, the Building Official and I walked all of Riverside Drive to determine what curb work should to be replaced. The curbs requiring removal and replacement have been marked in yellow. Goodson Paving updated their proposal price based on the updated linear feet requiring removal and replacement.

Goodson Paving provided a third proposal for both the paving and the curb work. The revised proposal is \$340,154.70, which is \$143,866.50 less than having Goodson, pave and Don Bo, Inc. replace the curbs. The prior quote was as follows:

Don Bo curb work: \$221,288.00	Goodson Paving: paving and curbs: \$340,154.70
Goodson paving: <u>\$262,733.20</u>	Previous proposal: <u>\$484,021.20</u>
\$484,021.20	Savings: \$143,866.50

### Recommendation:

Approve the proposal from Goodson Paving dated July 9, 2024 for \$340,154.70 to pave Riverside Drive and replace the Miami curbs where indicated.

### Attachments:

Goodson Paving Proposals (3)

Don Bo., Inc. Proposal (1)

Request to Bid (3)

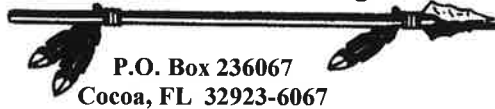
Riverside Drive Plans provided by BSE (10)

Boring Location Report (10 pages)

Brevard County Contract and Requirements (48 pages)

Notice of Award Brevard County and Tabulation (10 pages)

*Goodson Paving, Inc.*



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

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

July 9, 2024

**TO:** Town of Melbourne Beach

**ATTN:** Elizabeth Mascaro

**FROM:** Chris Brunais

**RE:** Riverside – Melbourne Beach (#7305) – 3rd Revision

## PROPOSAL – 3rd REVISION

### 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 @ \$4,000.00	=\$ 4,000.00
MOT	1 LS @ \$12,500.00	=\$ 12,500.00
Temp & Thermo Striping, RPMs	1 LS @ \$35,328.70	=\$ 35,328.70
Manhole Cover Adjustments (risers)	4 EA @ \$225.00	=\$ 900.00
Demo Curb	1,241 LF @ \$28.00	=\$ 34,748.00
Install New Drop Curb	1,241 LF @ \$29.50	=\$ 36,609.50
Demo Valley Gutter	23 LF @ \$28.00	=\$ 644.00
Install New Valley Gutter	23 LF @ \$40.00	=\$ 920.00
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:       =\$340,154.70**

### 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 – 3rd Revision**

**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

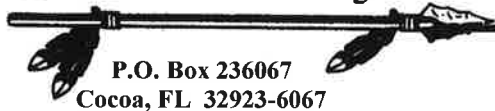
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# 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
	<b>TOTAL:</b>	<b>= \$262,733.20</b>

### 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:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

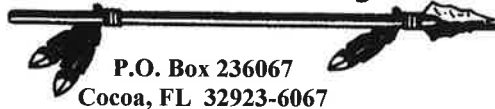
**TOWN OF MELBOURNE BEACH:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*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
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Milling	15,000 SY @ \$2.45	=\$ 36,750.00
Paving w/ 1.5" SP-9.5	1,463 TN @ \$121.50	=\$177,754.50
	<b>TOTAL:</b>	<b>=\$262,733.20</b>

### 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



**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 <sup>th</sup>	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 Marin 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



**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



**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 33<sup>rd</sup> 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**

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*)

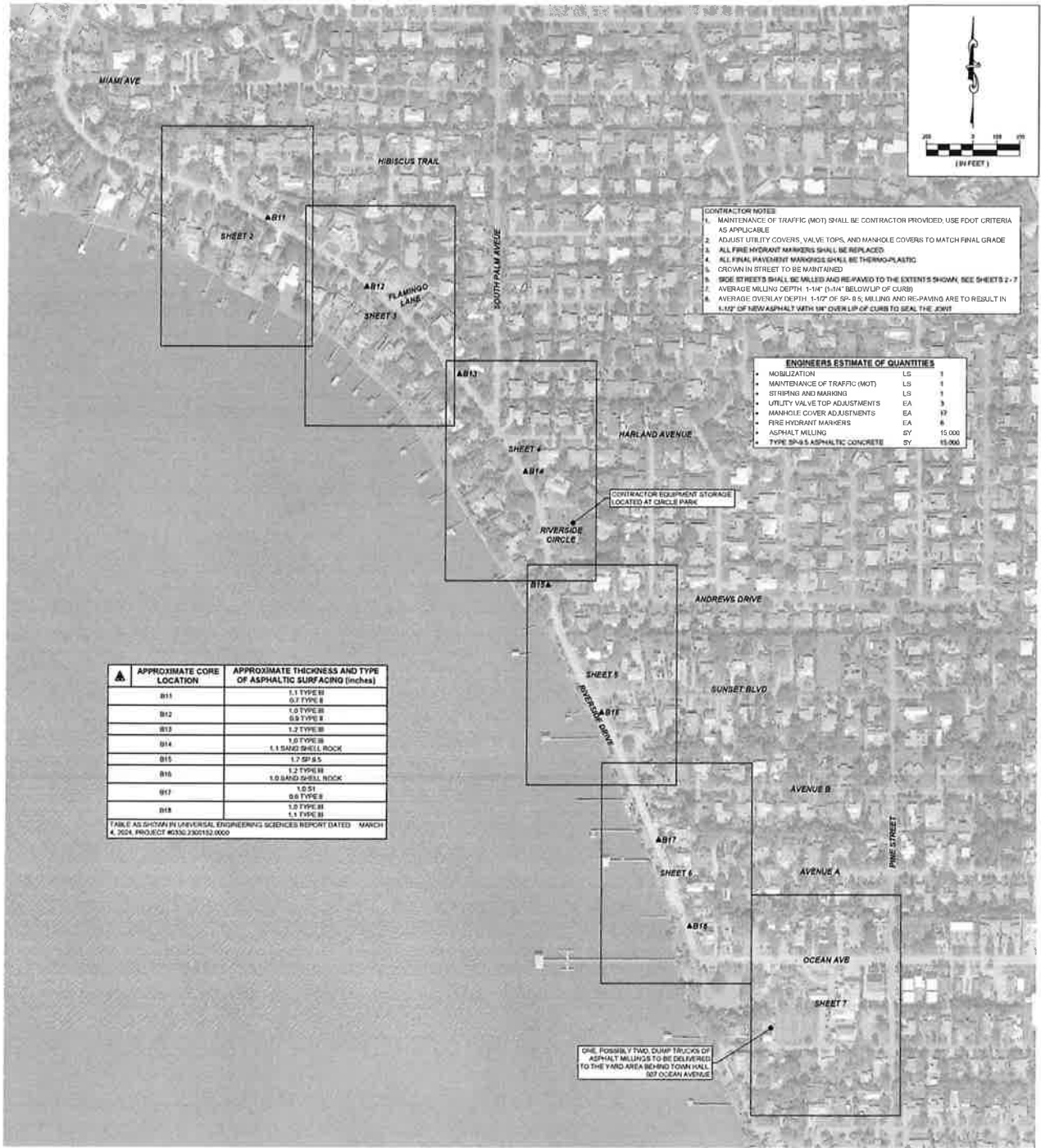
Enclosures

# 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 MARKINGS SHALL BE THERMO-PLASTIC
  5. CROWN IN STREET TO BE MAINTAINED
  6. SIDE STREETS SHALL BE MILLED AND REPAVED TO THE EXTENT'S SHOWN, SEE SHEETS 2-7
  7. AVERAGE MILLING DEPTH 1-1/4" (0-1/4" BELOW LIP OF CURB)
  8. AVERAGE OVERLAY DEPTH 1-1/2" OF SP-8; MILLING AND RE-PAVING ARE TO RESULT IN 1-1/2" OF NEW ASPHALT WITH 1/2" OVERLAP OF CURB TO SEAL THE JOINT

**ENGINEERS ESTIMATE OF QUANTITIES**

• MOBILIZATION	LS	1
• MAINTENANCE OF TRAFFIC (MOT)	LS	1
• STRIPING AND MARKING	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-8 ASPHALTIC CONCRETE	SY	15,000

▲ APPROXIMATE CORE LOCATION	APPROXIMATE THICKNESS AND TYPE OF ASPHALTIC SURFACING (inches)
B11	1.1 TYPE III 0.7 TYPE II
B12	1.0 TYPE III 0.9 TYPE II
B13	1.2 TYPE III
B14	1.0 TYPE III
B15	1.1 SAND SHELL ROCK 1.7 SP 8.5
B16	1.2 TYPE III 1.0 SAND SHELL ROCK
B17	1.0 S1 0.8 TYPE III
B18	1.2 TYPE III 1.1 TYPE III

TABLE AS SHOWN IN UNIVERSAL ENGINEERING SCIENCES REPORT DATED MARCH 4, 2004. PROJECT #0302.2300152.0000

ONE, POSSIBLY TWO, DUMP TRUCKS OF ASPHALT MILLINGS TO BE DELIVERED TO THE YARD AREA BEHIND TOWN HALL, 807 OCEAN AVENUE

**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 106+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+50

DESIGNER/DRAWN	ENCLOSURE	DATE	03/10/14
----------------	-----------	------	----------



**RIVERSIDE DRIVE**

---

**OVERALL PLAN**

SCOTT W. QUAINTE, P.E. & D.L.S.  
 STATE OF FLORIDA, No. 3886-N-4151

---

HASSAN R. KAMAL, P.E.  
 STATE OF FLORIDA, No. 4161

PROJECT NO.	11440.24
DRAWING NO.	1144024_400_001
SHEET	1 of 7

ENGINE'S DRAWING ARE GRAPHIC IN NATURE. DUE TO SCALE, ALL DIMENSIONS SHOWN ARE NOT NECESSARILY SHOWN ON PLAN LEVEL. THE CONTRACTOR SHALL ALSO REFER TO THE SURVEYING AND GEOTECHNICAL SHEETS AS WELL AS THE COMPLETE PLAN SET.



SEE SHEET 2 FOR CONTINUATION



SEE SHEET 4 FOR CONTINUATION

DESIGNER/DATE	EM/08/08	DATE	03/1/22
---------------	----------	------	---------

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

REGISTERED PROFESSIONAL ENGINEERS  
 STATE OF FLORIDA LICENSE NO. 12834  
 REGISTERED PROFESSIONAL SURVEYORS  
 STATE OF FLORIDA LICENSE NO. 12834

**RIVERSIDE DRIVE**

**STA 106+50 TO 114+50**

BOB W. DEWITT, P.E., P.L.S.  
 STATE OF FLORIDA NO. 12834 (A) (1)

HUSSEIN A. KAMH, P.E.  
 STATE OF FLORIDA NO. 87421

PROJECT NO.	1144024
DRAWING NO.	1144024_403_003
SHEET	3 of 7

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



SEE SHEET 4 FOR CONTINUATION



SEE SHEET 6 FOR CONTINUATION

DESIGNER/DRAWN: SM/CFMS	DATE: 03/11/21
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**RIVERSIDE DRIVE**

STA 124+50 TO 134+00

SCOTT M. QUARTZ, P.E. & P.L.C.  
 STATE OF FLORIDA No. 13689-9151

HARLAN A. KAMM, P.E.  
 STATE OF FLORIDA No. 9187

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

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

SEE SHEET 5 FOR CONTINUATION



SEE SHEET 7 FOR CONTINUATION

DATE	DESCRIPTION



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING ENGINEERING -  
 LAND SURVEYING  
 11000 W. UNIVERSITY BLVD., SUITE 100  
 TAMPA, FLORIDA 33613  
 TEL: 813-973-8800  
 FAX: 813-973-8801  
 WWW.BSECONSULTANTS.COM

**RIVERSIDE DRIVE**

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**STA 134+00 TO 144+50**

SCOTT W. SHAWKLE, P.E., R.P.L.S.  
 STATE OF FLORIDA, No. 38894-PL-1

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WILLIAM A. KAMM, P.E.  
 STATE OF FLORIDA, No. 47814

PROJECT NO.	11440 24
DRAWING NO.	1144024_400_006
SHEET	6 of 7

NOTES & SHOW ARE GRAPHIC IN NATURE. USE TO SCALE. ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.





SEE SHEET 6 FOR CONTINUATION



DESIGNED BY: SW/DOB	DATE: 03/1/21

**B.S.E. CONSULTANTS, INC.**  
 CIVIL AND ENGINEERING  
 LAND SURVEYING

CHARTERED PROFESSIONAL ENGINEERS  
 LICENSE NO. 12584 AND 12585  
 PROFESSIONAL SURVEYORS  
 LICENSE NO. 12584 AND 12585  
 STATE OF FLORIDA

**RIVERSIDE DRIVE**

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**STA 144+50 TO 150+50**

SCOTT W. QUAINTE, P.E. & P.L.S.  
 STATE OF FLORIDA, No. 33818 (R), 4751

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HASAN A. KAMAL, P.E.  
 STATE OF FLORIDA, No. 81401

PROJECT NO.  
11440 24

DRAWING NO.  
1144024\_400\_007

SHEET  
7 of 7

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





Materials Testing  
Geotechnical Engineering  
Environmental  
Building Sciences & Safety  
Inspections & Code Compliance  
Virtual Design Consulting

March 4, 2024

Town of Melbourne Beach, Florida  
507 Ocean Avenue  
Melbourne Beach, Florida 32951

Attention: Ms. Elizabeth Mascaro

Reference: Testing of Pavements  
Riverside Drive  
Hibiscus Trail to Ocean Avenue  
Melbourne Beach, Brevard County Florida  
Universal Project No. 0330.2300162.0000

Dear Ms. Mascaro:

In accordance with your request, Universal Engineering Sciences, LLC (Universal) has performed testing of the existing pavement section of Riverside Drive, from Hibiscus Trail to Ocean Avenue in Melbourne Beach, Florida. Our evaluation was authorized by you and was conducted as outlined in Universal's Proposal No. 0330.1123.00022. This evaluation was performed in accordance with generally accepted soil and pavement engineering practices. No other warranty, expressed or implied, is made.

#### **BACKGROUND**

Riverside Drive from Hibiscus Trail to Ocean Avenue is approximately a 3/4-mile stretch, south of US-192 in Melbourne Beach, FL. as shown on the attached Figure 1. We understand that upgrades to the pavement surfacings may be made sometime in the future.

#### **FIELD SERVICES**

Eight (8) samples of the existing roadway pavement sections were obtained at the approximate locations shown on the attached Figure 1 with a 4-inch nominal diameter diamond bit core drill, advancing through the asphaltic surfacing. After completion of the core sampling, the pavement surface was patched with a cold patch mix and the core samples were returned to our laboratory for examination & measurement.

## PAVEMENT CORE RESULTS

The results of our examination and measurement of the core samples taken in the field from the existing pavement section are shown in the following Table I:

Approximate Core Location <sup>1</sup>	Approximate Thickness of And Type of Asphaltic Surfacing (Inches)
B11	1.1 Type III 0.7 Type II
B12	1.0 Type III 0.9 Type II
B13	1.2 Type III
B14	1.0 Type III 1.1 Sand Shell Rock
B15	1.7 SP 9.5
B16	1.2 Type III 1.0 Sand Shell Rock
B17	1.0 S1 0.6 Type II
B18	1.0 Type III 1.1 Type III

- 1) Please see attached Figure 1 for approximate core locations.
- 2) Please note that the determinations of the FDOT asphaltic mix types are based primarily upon visual observations and are approximate.

## GENERAL QUALIFICATIONS

Please note that this report is based on a limited subsurface exploration and testing program with the general scope of services and core locations as developed in conjunction with the client. The information submitted in this report is based on data obtained from the core samplings performed at the locations indicated on the attached Core Location Plan and from other information as referenced.

This report does not reflect any variations that may occur across the entire site. The nature and extent of such variations may not become evident until the course of future construction. If variations then become evident, it will be necessary for re-evaluation of the information contained in this report after performing on-site observations during the construction period and noting the characteristics of any variations.

Our field exploration did not find unsuitable or unexpected materials at the time of occurrence. However, cores/borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, Universal does not recommend relying on our field information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services **specifically** include sufficient exploration for such purpose(s) and within the report we so state

Riverside Drive, Hibiscus Tail to Ocean Avenue  
Melbourne Beach, Florida

Universal Project No. 0330.2300162.0000  
Limited Pavement Evaluation

that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, Universal will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any manmade buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by Universal to locate or identify such concerns. Universal cannot be responsible for any buried manmade objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

For a further description of the scope and limitations of this report please review the document attached within Exhibit 1 "Important Information about Your Geotechnical Engineering Report" prepared by the GBA/The Geoprofessional Business Association.

If you have any questions regarding this report, or if we can be of further service, please do not hesitate to contact us.

Respectfully Submitted,  
**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
Certificate of Authorization No. 549



**Brad Faucett**  
**2024.03.04**  
**10:11:00**  
**-05'00'**

Brad Faucett, M.S. P.E.  
Regional Engineer  
Florida Professional Engineer No. 33123

1 – Client (email)  
Attachments

UES DOCS# 2074338



# **ATTACHMENTS**



Geotechnical Engineering | Building Code Compliance  
Construction Materials Testing and Inspection  
Environmental, Health & Safety | Facilities Consulting



**PROPOSAL**

**TeamUES.com**

**Universal Engineering Sciences, LLC.**

**WORK AUTHORIZATION/PROPOSAL ACCEPTANCE FORM**

**If This Proposal Is Accepted, Please Sign and Return to Universal Engineering Sciences, LLC.**

Universal Engineering Sciences, LLC. (UNIVERSAL) is pleased to provide the services described within this document. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

<b>PROJECT NAME:</b>	Riverside Drive Pavements, Ocean Avenue to US 192	<b>DATE:</b>	November 27, 2023
<b>PROJECT LOCATION:</b>	Melbourne Beach, Florida	<b>REVISED:</b>	November 27, 2023
<b>ATTENTION:</b>	Mr. Scott Glaubitz	<b>PHONE NO.:</b>	321-725-3674
<b>CLIENT NAME:</b>	BSE Consultants, Inc.	<b>CELL NO.:</b>	321-403-1436
<b>CLIENT ADDRESS:</b>	312 S. Harbor City Blvd. Melbourne, Fl. 32901	<b>E-MAIL:</b>	sglaubitz@bseconsult.com

- I. Scope of Services and Understanding of Project, Proposal for A Limited Subsurface Exploration** (See attached notes and General Conditions document for additional terms of this agreement).

**Universal Proposal No. 0330.1123.00022  
UES DOCS #2055584**

**Field Services**

- Mobilization/demobilization of coring rig
- Obtain ten (10) core samples (one core for approximately every 500 feet) of the asphaltic surfacing with a diamond tipped core drill, between US 192 and Hibiscus Trail (town of Indialantic)
- Obtain eight (8) core samples (one core for approximately every 500 feet) of the asphaltic surfacing with a diamond tipped core drill, between Hibiscus Trail and Ocean Avenue (town of Melbourne Beach)
- Patch the core cores with an asphaltic cold patch mix.

**Engineering Services**

- Engineering Analysis and Limited Geotechnical Report including a description of the pavement section conditions encountered at each core location, a general evaluation of the current pavement condition; and general comments concerning potential upgrades of the pavement surfaces.

Subtotal \$3,670.00 (town of Indialantic portion)

Maintenance of Traffic by Subcontractor \$1,250.00

**TOTAL ESTIMATED COST \$4,920.00 (town of Indialantic portion)**

Subtotal \$2,930.00 (town of Melbourne Beach portion)

Maintenance of Traffic by Subcontractor \$1,250.00

**TOTAL ESTIMATED COST \$4,180.00 (town of Melbourne Beach portion)**

- II. Contract documents. The following documents form part of this Agreement and are incorporated herein by referral:**
- General Conditions (attached)
  - Universal Proposal Dated: November 27, 2023
  - Plans, reports, specifications and/or other documents provided by the Client prior to this Agreement date.
  - Other exhibits marked and described as follows: \_\_\_\_\_

In the event of any inconsistency or conflict among Contract Documents, the provision in the Contract Document first listed shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate here, below:

Firm:	<u>Town of Melbourne Beach</u>	Social Security Number or	
Address:	<u>507 Ocean Ave, Melbourne Beach, FL 32951</u>	Federal Identification No.:	<u>59-6018983</u>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives:

CLIENT	<u>Town of Melbourne Beach</u>	<b>UNIVERSAL ENGINEERING SCIENCES, LLC.</b>
BY (Signature)	<u>Elizabeth Mascaro</u>	BY (Signature) <u>Brad Faucett</u>
TYPED NAME	<u>Elizabeth Mascaro</u>	TYPED NAME <u>Brad Faucett, MS PE</u>
TITLE	<u>Town Manager</u>	TITLE <u>Regional Engineer</u>
DATE	<u>11/29/2023</u>	DATE <u>November 27, 2023</u>

**RETURN ONE EXECUTED COPY TO  
UNIVERSAL ENGINEERING SCIENCES, LLC.  
820 BREVARD AVENUE \* ROCKLEDGE, FLORIDA 32955  
TELEPHONE: 321-638-0808/FACSIMILE: 321-638-0978**



**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
**PROPOSAL FOR A LIMITED SUBSURFACE EXPLORATION**  
Roadway Upgrades  
Riverside Drive Pavements  
Melbourne Beach, Brevard County, Florida  
Universal Proposal No. 0330.1123.00022

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**GENERAL NOTES:**

1. This is a lump sum proposal for the listed scope of work. If additional scope is requested, it will be invoiced at Universal's typical unit rates.
2. We have made a good faith effort to work with you to develop a work scope and fee estimate. Due to the possibility of unknown underground conditions to be encountered and/or the need for additional services, we recommend that you budget a contingency equal to 15% of the total fee estimate. Any service required to be performed outside of the scope of work indicated in this proposal (e.g. additional borings or boring depths, etc.) will be invoiced at Universal's normal unit rates. Authorization will be obtained before any such additional services are performed.
3. This exploration does not include any retention area or exfiltration trench analysis or design.
4. This cost estimate does not include applicable state and local taxes, if any.
5. Universal will not take responsibility for damages to underground services or structures. Such structures are to be adequately marked prior to the commencement of coring operations.
6. The prices in this proposal will remain effective for 60 days from the date of proposal.
7. A PDF of the final report will be emailed. Up to two hard copies will be mailed only if requested.
8. Pavement cores will be retained at our laboratory for 30 days, after which the samples will be discarded.
9. Based on our present schedule, field work can commence within three to four weeks after receiving the written notice to proceed (WNP). The field work should take 2 to 3 days to complete. If requested, verbal information can be provided to the project civil engineers within 3 to 4 days after completion of field operations. The initial limited geotechnical report should be submitted within four to six weeks of receiving the WNP. If this schedule needs to be revised or amended, please call us as soon as possible.

**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE** 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**SECTION 17: INTEGRATION CLAUSE** 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**



# Universal Engineering Sciences

820 Brevard Avenue\*Rockledge, Florida 32955  
Phone: (321) 638-0808 \* Fax: (321) 638-0978

## Report Distribution Information

As a member of your project team, Universal Engineering Sciences will strive to provide our services with a primary focus on understanding and delivering each of your project needs. To assist us in timely reporting and invoicing, we request the following distribution information for our files, prior to project initiation:

<b>Project Name:</b>	_____
<b>Client Name:</b>	_____
<b>Permit/PO or Work Order No.:</b>	_____
To whom is the <b>attention</b> of the <b>invoice and reports</b> ?	_____
Do you request reports be sent with your invoice?	_____
<u>Copies of the reports should be EMAILED to:</u>	
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<b>Company Name and Email Address:</b>	_____
<u>Additional copies of the reports should be FAXED to:</u>	
<b>Company Name and Fax Number:</b>	_____
<b>Company Name and Fax Number:</b>	_____
<u>Additional copies of the reports should be MAILED to:</u>	
<b>Company Name/ Attention:</b>	_____
<b>Address:</b>	_____
<b>Phone:</b>	_____ <b>Fax:</b> _____
<b>Number of Copies:</b>	<input type="radio"/> Sealed <input type="radio"/> Other: _____
<b>Company Name/ Attention:</b>	_____
<b>Address:</b>	_____
<b>Phone:</b>	_____ <b>Fax:</b> _____
<b>Number of Copies:</b>	<input type="radio"/> Sealed <input type="radio"/> Other: _____
<u>Additional Information:</u>	
<b>Field Contact Name:</b>	_____ <b>Phone:</b> _____
<b>Distribution confirmation performed by Signature:</b>	_____ <b>Date:</b> _____

**\*Note: Copies of Concrete Compression Tests should go to the Concrete Supplier. Universal can mail extra copies to the supplier if notified in advance. An additional charge will apply if more than 4 copies are required.**

**This transmittal is a confidential document. Should this document be received in error, please contact Universal Engineering Sciences at (321) 638-0808.**



APPROXIMATE BORING LOCATION  
 FIGURE IS BASED UPON A GOOGLE EARTH IMAGE



PAGE NO:  
 FIGURE 1

UNIVERSAL  
 ENGINEERING SCIENCES

**RIVERSIDE DRIVE PAVEMENTS  
 HIBISCUS TRAIL TO OCEAN AVENUE  
 MELBOURNE BEACH, FLORIDA**

**BORING LOCATION PLAN**

FOR: <b>TOWN OF MELBOURNE BEACH</b>	
DRAWN BY: A.D.	DATE: 3.1.2024
CHECKED BY: B.F.	DATE: 3.1.2024
SCALE: 1" = 350'	
CLIENT NO: 0330.230162.0000	



# EXHIBIT 1

# Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

**The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.**

## **Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

## **Read this Report in Full**

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

## **You Need to Inform Your Geotechnical Engineer about Change**

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

## **This Report May Not Be Reliable**

*Do not rely on this report* if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

## **Most of the "Findings" Related in This Report Are Professional Opinions**

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual site-wide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

### This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

### This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

### Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

### Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

### Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

### Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



Telephone: 301/565-2733

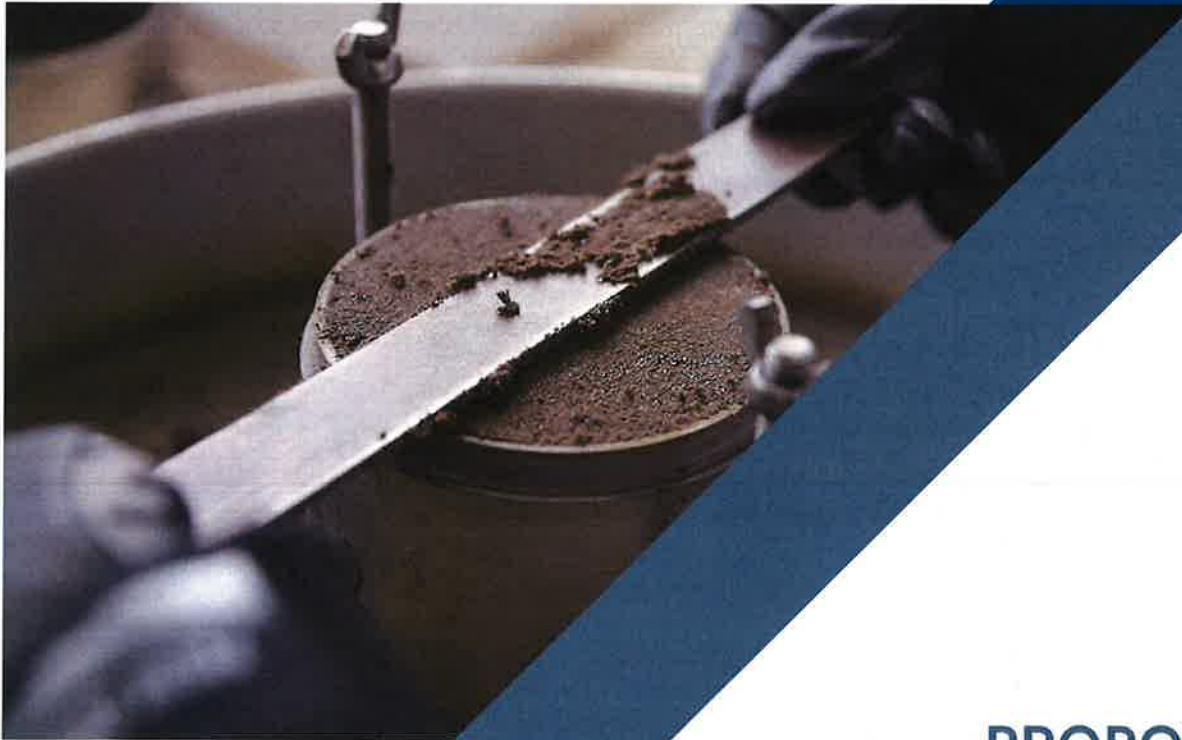
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)



# Additional Core Samples



Geotechnical Engineering | Building Code Compliance  
Construction Materials Testing and Inspection  
Environmental, Health & Safety | Facilities Consulting



**PROPOSAL**

Universal Engineering Sciences, LLC.

**WORK AUTHORIZATION/PROPOSAL ACCEPTANCE FORM**

If This Proposal Is Accepted, Please Sign and Return to Universal Engineering Sciences, LLC.

Universal Engineering Sciences, LLC. (UNIVERSAL) is pleased to provide the services described within this document. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**PROJECT NAME:** Riverside Drive Pavements, Ocean Avenue to US 192 **DATE:** March 12, 2024  
**PROJECT LOCATION:** Melbourne Beach, Florida  
**ATTENTION:** Mr. Scott Glaubitz **PHONE NO:** 321-725-3674  
**CLIENT NAME:** BSE Consultants, Inc. **CELL NO.** 321-403-1436  
**CLIENT ADDRESS:** 312 S. Harbor City Blvd. Melbourne, Fl. 32901 **E-MAIL:** sglaubitz@bseconsult.com

I. **Scope of Services and Understanding of Project, Proposal for A Limited Subsurface Exploration** (See attached notes and General Conditions document for additional terms of this agreement).

**Universal Proposal No. 0330.0324.00010**  
**UES DOCS #2076292**

**Field Services**

1. Mobilization/demobilization of coring rig.
2. Obtain four (4) core samples of the asphaltic surfacing & underlying base course with a diamond tipped core drill, between US 192 and Hibiscus Trail (town of Indialantic)
3. Obtain four (4) core samples of the asphaltic surfacing & underlying base course with a diamond tipped core drill, between Hibiscus Trail and Ocean Avenue (town of Melbourne Beach)
4. Patch the core cores with an asphaltic cold patch mix.

**Engineering Services**

5. Engineering Analysis and Limited Geotechnical Report including a description of the pavement section conditions encountered at each core location, a general evaluation of the current pavement condition; and general comments concerning potential upgrades of the pavement surfaces.

Subtotal \$1,600.00 (town of Indialantic portion)  
 Maintenance of Traffic by Subcontractor \$ 800.00  
**TOTAL ESTIMATED COST \$2,400.00 (town of Indialantic portion)**

Subtotal \$1,600.00 (town of Melbourne Beach portion)  
 Maintenance of Traffic by Subcontractor \$ 800.00  
**TOTAL ESTIMATED COST \$2,400.00 (town of Melbourne Beach portion)**

- II. **Contract documents. The following documents form part of this Agreement and are incorporated herein by referral:**
- A. General Conditions (attached)
  - B. Universal Proposal Dated: March 12, 2024
  - C. Plans, reports, specifications and/or other documents provided by the Client prior to this Agreement date.
  - D. Other exhibits marked and described as follows: \_\_\_\_\_

In the event of any inconsistency or conflict among Contract Documents, the provision in the Contract Document first listed shall govern.

III. **Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate here, below:

Firm: Town of Melbourne Beach Social Security Number or Federal Identification No.: 59-6018983  
 Address: 507 Ocean Ave, Melbourne Beach, FL 32901

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives:

CLIENT	<u>Town of Melbourne Beach</u>	UNIVERSAL ENGINEERING SCIENCES, LLC.
BY (Signature)	<u>Elizabeth Mascaro</u>	BY (Signature) <u>Brad Faucett</u>
TYPED NAME	<u>Elizabeth Mascaro</u>	TYPED NAME <u>Brad Faucett, MS PE</u>
TITLE	<u>Town Manager</u>	TITLE <u>Regional Engineer</u>
DATE	<u>3/18/2024</u>	DATE <u>March 12, 2024</u>

**RETURN ONE EXECUTED COPY TO**  
**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
**820 BREVARD AVENUE \* ROCKLEDGE, FLORIDA 32955**  
**TELEPHONE: 321-638-0808/FACSIMILE: 321-638-0978**

**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
**PROPOSAL FOR A LIMITED SUBSURFACE EXPLORATION**  
Roadway Upgrades  
Riverside Drive Pavements  
Melbourne Beach, Brevard County, Florida  
Universal Proposal No. 0330.0324.00010

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**GENERAL NOTES:**

1. This is a lump sum proposal for the listed scope of work. If additional scope is requested, it will be invoiced at Universal's typical unit rates.
2. We have made a good faith effort to work with you to develop a work scope and fee estimate. Due to the possibility of unknown underground conditions to be encountered and/or the need for additional services, we recommend that you budget a contingency equal to 15% of the total fee estimate. Any service required to be performed outside of the scope of work indicated in this proposal (e.g. additional borings or boring depths, etc.) will be invoiced at Universal's normal unit rates. Authorization will be obtained before any such additional services are performed.
3. This exploration does not include any retention area or exfiltration trench analysis or design.
4. This cost estimate does not include applicable state and local taxes, if any.
5. Universal will not take responsibility for damages to underground services or structures. Such structures are to be adequately marked prior to the commencement of coring operations.
6. The prices in this proposal will remain effective for 60 days from the date of proposal.
7. A PDF of the final report will be emailed. Up to two hard copies will be mailed only if requested.
8. Pavement cores will be retained at our laboratory for 30 days, after which the samples will be discarded.
9. Based on our present schedule, field work can commence within one to two weeks after receiving the written notice to proceed (WNP). The field work should take 1 to 2 days to complete. If requested, verbal information can be provided to the project civil engineers within 1 to 2 days after completion of field operations. The initial limited geotechnical report should be submitted within two to three weeks of receiving the WNP. If this schedule needs to be revised or amended, please call us as soon as possible.

**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** 1.1 Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE** 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**SECTION 17: INTEGRATION CLAUSE** 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**



# Universal Engineering Sciences

820 Brevard Avenue\*Rockledge, Florida 32955

Phone: (321) 638-0808 \* Fax: (321) 638-0978

## Report Distribution Information

As a member of your project team, Universal Engineering Sciences will strive to provide our services with a primary focus on understanding and delivering each of your project needs. To assist us in timely reporting and invoicing, we request the following distribution information for our files, prior to project initiation:

<b>Project Name:</b>	<u>Riverside Drive Pavements</u>
<b>Client Name:</b>	_____
<b>Permit/PO or Work Order No.:</b>	_____
To whom is the attention of the invoice and reports?	_____
Do you request reports be sent with your invoice?	_____

<u>Copies of the reports should be EMAILED to:</u>	
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
Company Name and Email Address:	_____
<u>Additional copies of the reports should be FAXED to:</u>	
Company Name and Fax Number:	_____
Company Name and Fax Number:	_____
<u>Additional copies of the reports should be MAILED to:</u>	
Company Name/ Attention:	_____
Address:	_____
Phone:	_____ Fax: _____
Number of Copies:	<input type="radio"/> Sealed <input type="radio"/> Other: _____
Company Name/ Attention:	_____
Address:	_____
Phone:	_____ Fax: _____
Number of Copies:	<input type="radio"/> Sealed <input type="radio"/> Other: _____
<u>Additional Information:</u>	
Field Contact Name:	_____ Phone: _____
Distribution confirmation performed by Signature: _____ Date: _____	

**\*Note: Copies of Concrete Compression Tests should go to the Concrete Supplier. Universal can mail extra copies to the supplier if notified in advance. An additional charge will apply if more than 4 copies are required.**

**This transmittal is a confidential document. Should this document be received in error, please contact Universal Engineering Sciences at (321) 638-0808.**

# BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
 Fax: (321) 264-6972  
 Kimberly.Powell@brevardclerk.us



August 31, 2022

## MEMORANDUM

TO: Kathy Wall, Central Services Director

RE: Item F.27., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (RFQs) or Negotiate Competitive Agreements for the County Fiscal Year 2022-2023

The Board of County Commissioners, in regular session on August 30, 2022, authorized Purchasing Services to coordinate procurement actions to solicit competitive bids, quotes, or negotiated competitive agreements and award to the lowest responsive, responsible, and most qualified vendor(s); to solicit competitive proposals and RFQs, establishing Selection and Negotiation Committees approved by the County Manager, or designee, and award to the highest ranked proposer(s); to exercise renewal options upon evaluation of the supplier's performance and recommendation from the user Department of Office; and approved the County Manager to award and execute contracts, contract renewals, contract amendments, contract extensions, and purchase orders subject to the review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
 RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

cc: County Manager  
 Finance  
 Budget

**ANNUAL BID/QUOTE/PROPOSAL LIST**  
**FY 2022/2023**  
**- Over \$100,000 Annually -**

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	\$300,000
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000
Agricultural Equipment OEM Replacement Parts	Up to 5 years	\$105,000
Alarm Inspection, Monitoring, Repair and Replacements	Up to 5 years	\$250,000
Alternative Paving Methods (Cold-in-Place Recycling, Chip Seal, Full Depth Reclamation, Microsurfacing, Pavement Rejuvenation/Preservation, etc.)	Up to 5 years	\$1,500,000
Aquatic Vegetation Management for Public Works Locations	Up to 5 years	\$300,000
Asphaltic Concrete	Up to 5 years	\$15,000,000
Asset Management/CMMS Consultant (Countywide)	Up to 5 years	\$350,000
Athletic Court Resurfacing & Lining	Up to 5 years	\$300,000
Auctioneer Services	Up to 5 years	Dependent on Sales
Automotive Parts & Batteries	Up to 5 years	\$100,000
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	Varies
Cold in Place Recycling	Up to 5 years	\$100,000
Computer Equipment, Peripherals & Services	Up to 5 years	\$500,000
Concrete Pipe, Pipes (all types) and Accessories	Up to 5 years	\$400,000
Concrete, Ready Mix	Up to 5 years	\$200,000
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$500,000
Consultant Professional Engineering Services, A&E, Roofing Services, Appraisal Services, Operational Services and Landscape Architects - All departments	Up to 5 years	Various Projects
Continuing Construction Management Services	Up to 5 years	Various Projects
Continuing General Contractor Services for SCAT Projects	Up to 5 years	Various Projects
Continuing Roofing Contracting Services	Up to 5 years	Various Projects
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	\$1,002,000
Copy Machine Lease	5 yr. & 1 (1 yr.) renewal	\$550,000
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$180,000
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	Contingency Agreement Emergency Management
Disaster Debris Removal Services	5 yr. & no renewals	Contingency Agreement Emergency Management
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000
Electrical Supplies	Up to 5 years	\$210,000
Electronics Waste Recycling Services	Up to 5 years	\$175,000
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000
Emergency Benefits Consulting Services	5 yr. & automatic renewa	\$104,000
EMS Billing Services	Up to 5 years	\$630,000
Entrance Signs for Parks & Recreation	Up to 5 years	\$135,000
Erosion Control Materials and Installation	Up to 5 years	\$150,000
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$500,000
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000
Fire Rescue Equipment	Up to 5 years	\$200,000
Fire Suppression & Sprinkler Systems	Up to 5 years	\$100,000
Floor Cleaning - Countywide	Up to 5 years	\$170,000
Fuel Pumps, Fuel Sites, and Fuel Tank Repair and Inspection Services	Up to 5 Years	\$100,000
Furniture: Office and Files	Up to 5 Years	\$100,000
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$500,000
Guardrail/Handrail Projects	Up to 5 years	\$400,000
HVAC & Ice Machine Services	Up to 5 years	\$475,000
HVAC for Maintenance	Up to 5 years	\$1,700,000
Infrastructure Assessment Services, Gravity Sewer Lines, and Manholes	Up to 5 years	\$300,000
Inlets, Manholes, & Grates	Up to 5 years	\$485,000
Insurance - All Types	Up to 7 years	Dependent on plan participants
Integrated Library Systems	Up to 10 years	\$800,000
Irrigation Installation - Parks & Rec	Up to 5 years	\$250,000
Janitorial Services - County Wide	Up to 5 years	\$465,000
Janitorial Supplies	Up to 5 years	\$250,000
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000
Lawn Service - Countywide (Parks, Public Works, Fire Rescue, Libraries, Transit Services, UF/Brevard Extension, Medical Examiner, Carriage Gate)	Up to 5 years	\$925,000
Library Facilities Security System	Up to 5 years	\$200,000
Libraries Materials Security Management with Self-Checkout	Up to 10 years	\$500,000
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$300,000
Locum Tenens for Temporary Forensic Pathologist Services	Up to 5 years	\$500,000
Maintenance, Repair, & Operation (MRO) and Industrial Supplies	Up to 5 years	\$500,000
Marketing Services for SCAT	Up to 5 years	\$400,000
Mechanical Vegetation Removal	Up to 5 years	\$150,000
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000



**ANNUAL BID/QUOTE/PROPOSAL LIST**  
**FY 2022/2023**  
**- Over \$100,000 Annually -**

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Mix-In-Place Soil Cement	Up to 5 years	\$500,000
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$2,200,000
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$600,000
Odor and Corrosion Control Lease Services	Up to 5 years	\$200,000
Office Supplies	Up to 5 years	\$350,000
On-site Concrete Crushing (Solid Waste)	Up to 5 years	\$200,000
Overhead Door & Gate Maintenance Repair - Countywide	Up to 5 years	\$125,000
Painting Contractor Services	Up to 5 years	\$300,000
Park Amenities - Catalog Discount	Up to 5 years	\$100,000
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000
Petroleum Products - Lube Oil	Up to 5 years	\$125,000
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000
Plans Examiner Services	Up to 5 years	\$300,000
Playground Equipment, Surfacing, Installation & Repair	Up to 5 years	\$300,000
Plumbing Services	Up to 5 years	\$160,000
Plumbing Supplies Catalog Discount	Up to 5 years	\$150,000
Polymer, Sludge Dewatering	Up to 5 years	\$150,000
Postal & Courier Services - Libraries	Up to 5 years	\$268,000
Pressure Pipe Leak and Air Pocket Detection	Up to 5 years	\$780,000
Printed Staff Apparel	Up to 5 years	\$100,000
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$350,000
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	\$500,000
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$500,000
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$500,000
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$200,000
Road Construction Materials	Up to 5 years	\$4,000,000
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$500,000
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,800,000
Sand Materials for Parks and Recreation	Up to 5 years	\$200,000
SAP Support Services	Up to 5 years	\$300,000
SCADA Support Services	Up to 5 years	\$250,000
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000
Security Services - Countywide	Up to 5 years	\$800,000
Select Common Fill - All Landfills	Up to 5 years	\$1,100,000
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000
Sod - Parks & Recreation	Up to 5 years	\$400,000
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000
Soil Cement Pub Mill Mix	Up to 5 years	\$250,000
Soil Cement with Oil Injection	Up to 5 years	\$250,000
Sports Lighting with Related Supplies and Services	Up to 5 years	\$700,000
Station Gear Lockers	Up to 5 years	\$150,000
Steel Plates	Up to 5 years	\$100,000
Stormwater Grates, Frames, Rings, Covers	Up to 5 years	\$150,000
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$150,000
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000
Subaqueous Pipe Inspections and Maintenance	Up to 5 years	\$175,000
Submersible Pump and Motor Repair Services	Up to 5 years	\$125,000
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000
Temporary Employment Services	Up to 5 years	\$250,000
Temporary Traffic Control Devices	Up to 5 years	\$200,000
Tower Maintenance, Repair, and Support Services	Up to 5 years	\$100,000
Tires, Equipment, Services, Shredding and Disposals	Up to 5 years	\$735,000
Traffic Sign Materials	Up to 5 years	\$100,000
Traffic Operations Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs	Up to 5 years	\$240,000
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$600,000
Transportation of Dead Bodies	Up to 6 years	\$180,000
Travel Media Relations (For TDO)	Up to 5 years	\$200,000
Tree Trimming and Removal Services	Up to 5 years	\$200,000
Trucking Services	Up to 5 years	\$130,000
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000
Uniforms: Apparel, Rentals, and Related Products and Services	Up to 5 years	\$110,000
Water Meter Replacement (Countywide)	Up to 3 years	\$600,000
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$300,000
Welding/Medical Gases & Supplies	Up to 5 years	\$110,000
Well Repairs, Maintenance and Rehabilitation Services	Up to 5 years	\$125,000



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

August 31, 2022

**MEMORANDUM**

**TO:** Kathy Wall, Central Services Director


**RE:** Item F.25., Permission to Procure Product or Services on the Vendor of Record for the County's Fiscal Year 2022-2023

The Board of County Commissioners, in regular session on August 30, 2022, approved the use of the Vendor of Record for the County's Fiscal Year 2022-2023, as these products or services have been determined to be the sole or single source; approved the use of State Contract(s), Cooperative Contracts, and other agency contracts when market research dictates, that utilizing such is in the best interest of the County; approved the competitive procurement when it is in the best interest of the County for the approved Vendor of Record or Cooperative Purchasing programs; approved the issuance of purchase orders; and authorized the County Manager to execute contracts, contract renewals, contract amendments, and any necessary contract extensions, subject to the review and approval of the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is the Vendor of Record.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Manager  
Finance  
Budget

**VENDORS OF RECORD**  
**FY 2022-2023**  
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
<b>Sole/Single Source Including Original Equipment Manufacturer and Sole Authorized Distributors</b>				
MOSQUITO CONTROL CHEMICALS, ADAPCO MONITOR 4s SERVICE & PARTS	\$500,000	ADAPCO (#1478)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR DIBROM, AGNIQUE, FOURSTAR, AQUABAC, SPHERATAX, SCOURGE, BVA, ZENIVEX AND ALTOSID, DELTAGARD
Parts & Service for Airbus Helicopters)	\$200,000	Airbus Helicopters (#7115)	CONTINUING	SOLE SOURCE FOR OEM PARTS AND SERVICE ON THE AIRBUS HELICOPTER AIRFRAME (NOT ENGINES)
UTILITY SVS – Aeration System Packs; Klampress®, Wrinklepress®, and Aquabeit® cylinders, hydraulic systems and replacement parts	\$350,000	Alfa Laval, Inc. (#10185, #15227)	CONTINUING	SOLE SOURCE FOR BIOMIST®, DUET®, MOSQUITOMIST®, ANVIL®, COCOBEAR®, & NATULAR® PRODUCTS; VALENT VECTOAC®, VECTOLEX®, VECTOMAX® PRODUCTS, SENSOR, AND MERUS
UTILITY SVS – Plugless vacuum sewerage transport system	\$2,000,000	Aqseptence Group, INC	CONTINUING	Sole authorized service provider for Safran Helicopter Engines and Airbus Helicopters Airframe
VEHICLE LIFTS, SERVICE, MAINTENANCE, PARTS	\$250,000	ARI PHOENIX, INC.	Continuing	ARI-HETRA OEM
Transfer Switches Treatment Plants	\$300,000	ASCO #8352	Continuing	Sole Source for OEM Safran Engine Parts and Service for Airbus Helicopter Engines (Not Airframe)
AT&T Hosted 9-1-1	\$1,500,000	AT&T	CONTINUING	Sole Authorized Supplier for ES OPCO Chemicals Including MasterLine products.
AT&T Esnet	\$530,000	AT&T	CONTINUING	Proprietary network owned by AT&T
AT&T Switched Ethernet	\$350,000	AT&T	CONTINUING	Proprietary network owned by AT&T
AT&T Dedicated Internet	\$45,000	AT&T	CONTINUING	Proprietary network owned by AT&T
Bee Mats	\$251,300	Beemats LLC	CONTINUING	Patented - OEM
Netzsch/Nemo Pumps and Parts	\$100,000	Carter & VerPlanch	CONTINUING	Authorized and designator distributor for sale and services of NETZSCH products including pumps and parts
Eaton's Aeroquip® & White Hydraulic Motor - Hose & Fittings	\$100,000	Central Hydraulics (#1704)	CONTINUING	Authorized Sole Distributor In Brevard County
Lime Slaking System at WTP's	\$175,000	Chemco #14179	Continuing	sole source OEM for lime feed system at County Water plants
MOSQUITO CONTROL CHEMICALS	\$500,000	CLARKE MOSQUITO CONTROL PRODUCTS, INC. (#354)	CONTINUING	SOLE SOURCE FOR BIOMIST®, DUET®, MOSQUITOMIST®, ANVIL®, COCOBEAR®, & NATULAR® PRODUCTS; VALENT VECTOAC®, VECTOLEX®, VECTOMAX® PRODUCTS, SENSOR, AND MERUS
ClearChannel - Billboard Space	\$375,000	Clear Channel Outdoors	CONTINUING	Billboard space needed by Tourism is only owned by this company
Kobelco Excavators, parts and service	\$125,000	Company Wrench	CONTINUING	Sole Distributor for Kobelco Excavators and parts

VENDORS OF RECORD  
FY 2022-2023  
- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
TRAFFIC OPS - CUBIC/TRAFFICWARE/NAZTEC TRAFFIC SYSTEM SOFTWARE APPLICATIONS AND RELATED SUPPORT SERVICES, TRAFFIC CABINETS AND CONTROLLERS AND ALL RELATED COMPONENTS, EQUIPMENT AND REPAIR SERVICES, PODS DETECTION SYSTEM, GRIDSMART DETECTION SYSTEM AND COMPONENTS, REPAIR SERVICE, AND APC UNINTERRUPTIBLE POWER SUPPLIES	\$100,000	CUBIC CORPORATION AND SUBSIDIARIES CUBIX ITS INC (#16118)	CONTINUING	OEM AND SOLE SUPPLIER OF TRAFFICWARE TRAFFIC SYSTEM APPLICATIONS (e.g., ATMS.NOW, SYNCHROGREEN, SYNCHRO STUDIO, AND RELATED PLUGINS ), GRIDSMART AND PODS SYSTEMS, AND MANUFACTURER AND SOLE SUPPLIER OF CUBIC/TRAFFICWARE CABINETS, CONTROLLERS AND RELATED COMPONENTS FOR THE STATE OF FLORIDA
UTILITY SVS – CUES Replacement Parts	\$250,000	CUES-Orlando (#3702)	CONTINUING	OEM Manufacturer of CUES Camera Equipment Used In Sewer Trucks
Equipment/Vehicles	\$350,000	CUES-Orlando (#3702)	CONTINUING	CUES is the sole manufacture and supplier of OEM products/parts
AUTO, TRUCK, HEAVY EQUIPMENT, MOWER PARTS, REPAIRS AND SERVICE	\$550,000	DOBBS EQUIPMENT (#3172), GREAT SOUTHERN EQUIPMENT (#3278), FLORIDA COAST EQUIPMENT	CONTINUING	Distributor - DOBBS: SOLE AUTHORIZED DISTRIBUTOR FOR COMPACTION AMERICA (BOMAG) PRODUCTS, JOHN DEERE AND GENUINE TIGER PARTS FOR BREVARD COUNTY; FLORIDA COAST EQUIPMENT SOLE AUTHORIZED DEALER KUBOTA, BUSH HOG, MASSEY FERGUSON; KNAPHEIDE - AUTHORIZED ADRIAN/KNAPHEIDE, DEALER FOR BREVARD COUNTY
Trimble Sales, Software & Maintenance	\$100,000	Duncan Parnell (15893)	CONTINUING	Sole Authorized Distributor
FIRE RESCUE TRAINING	\$200,000	Eastern Florida State College; Orlando Medical Institute (\$200,000 EACH)	CONTINUING	EFSC provides EMT Certification and Paramedic School option for new Fire Rescue Hires. OMI provides Paramedic School option. Two failed bids justifies only comparable providers per sole source #2990813
TRAFFIC OPS - Econolite products to include TS1 and TS2 Cabinets, Controllers, Suitcase Testers, Contracts, ARIES, and icons software, Autoscope video detection, Econolite signals, BIU's, Load Switches, Power Supplies and any other products with Econolite name	\$100,000	Econolite Control Products, Inc.	CONTINUING	OEM and Sole provider
UTILITY SVS – Control Panels	\$300,000	Economy Control Systems (ECS), Inc. (#10104)	CONTINUING	OEM, Designer and Sole Distributor of Lift Station Control Panels used by Brevard County Utility Services
Gravity Sewer Manhole Covers	\$125,000	EJ USA Inc #14164	Continuing	sole distributor for State of Florida Contract

**VENDORS OF RECORD**  
**FY 2022-2023**  
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Battery Operated Hydraulic Tools AMKUS Rescue Systems	\$150,000	Emergency Vehicle Repair Inc	CONTINUING	Certified by Amkus and Solely Responsible for Install, Service, Repair and Maintenance and Upgrading of the products in the Central Florida area.
UTILITY SVS – TELEMETRY EQUIPMENT BRISTOL SCADA INCLUDING COMPONENTS OF CONTROLWAVE PAC, MICRO RTUs AND OPEN BSI AND OPEN ENTERPRISE SOFTWARE	\$400,000	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. (#13068)	CONTINUING	OEM - BOARD STANDARDIZED EQUIPMENT (1991) - SOLE MANUFACTURER. SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS.  COMPATIBLE WITH THE SCADA CONTROL UTILIZED BY BREVARD COUNTY UTILITIES DEPARTMENT.
John Deere Parts, Sales, and Service	\$100,000	Everglades Equipment Group	CONTINUING	Authorized John Deere Dealer and provider of parts, sales, and service
UTILITY SVS-Treatment Plant & Calfler Rehab	\$450,000	Evoqua WaterTechnologoes	CONTINUING	OEM Equipt, parts and rehab and retrofits
Kubota dealer for lawn heavy equipment, sales, parts, service	\$979,501	Florida Coast Equipment (#8578) Dobbs Equipment (#3172), Great Southern Equipment (#3278), Florida Coast Equipment	CONTINUING	Sole authorized dealer for Kubota equipment and parts. Distributor - Dobbs:Sole Authorized Distributor For Compaction America (BOMAG) products, John Deere and Genuine Tiger Parts for Brevard County, Florida Coast Equipment Sole authorized dealer Kubota, Bush Hog, Massey Ferguson, Knapheide - authorized Adrian/Knapheide dealer for Brevard County
DRAWBRIDGE MAINT. AND REPAIR	\$200,000	FLORIDA DRAWBRIDGES, INC.	CONTINUING	UNIQUELY QUALIFIED - THEY HAVE PERFORMED ALL MAINTENANCE AND REPAIRS SINCE 2011, AND ARE THE ONLY COMPANY THAT BIDS THIS WORK DO TO LOCATION, LIMITED QUALIFIED CONTRACTORS FOR THIS TYPE OF WORK WILLING TO SERVICE JUST ONE BRIDGE.
Neptune water products and AMR systems	\$300,000	Ferguson #573	CONTINUING	Sole Authorized Neptune Distributor for sales, service, and warranty for the State of Florida—including AMR systems.
Heavy equipment, mowers, parts, service and repairs	\$400,000	GREAT SOUTHERN EQUIPMENT (GSX)	CONTINUING	GSE SOLE SOURCE PROVIDER FOR EQUIPMENT, PARTS, AND SERVICE: HITACHI, GRADALL EXCAVATORS, VOLVO PENTA ENGINES, SAKAI COMPACTION EQUIPMENT, KAISER WALKING EXCAVATORS, CTP AFTER MARKET CAT PARTS, KOBELCO SERVICE
UTILITY SVS – HACH INSTRUMENT AND CHEMISTRY BRANDS	\$150,000	HACH COMPANY (#665)	CONTINUING	OEM AND SOLE PROVIDER OF ALL HACH BRAND PRODUCTS
WWTP Equipment	\$185,000	Huber Technology	CONTINUING	Sole source for OEM Influent mechanical stepscreen
UTILITY SVS – SULZER ABS PUMPS AND PARTS	\$175,000	HYDRA SERVICES INC. (#3243)	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO, CHARLOTTE, GLADES, LEE, HENDRY, COLLIER, AND MONROE
Gravity Software	\$100,000	IGM Technology	CONTINUING	Sole Provider for Gravity Software
Sewer Inline Grinders	\$100,000	JWC Environmental #7119	CONTINUING	Sole source for OEM Muffin Monster brand grinders
Radio System - FX Software	\$120,000	L3 Harris/CI (4110)	CONTINUING	Sole manufacturer and service provider

VENDORS OF RECORD  
 FY 2022-2023  
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
LANDFILL POSI-SHELL® ENVIRONMENTAL COASTINGS, base mix, applicators and parts	\$130,000	LSC ENVIRONMENTAL PRODUCTS (#13932)	CONTINUING	Sole Source Supplier -- Alternative daily cover (Posi-Shell® base mix & X-treme Rain Shield) in lieu of fill dirt
TRAFFIC OPS - INTERNALLY ILLUMINATED RAISED PAVEMENT MARKERS (IIRPMs) AND IN-ROADWAY LIGHT ASSEMBLY AND INSTALLATION	\$100,000	Lux-Solar, Inc.	CONTINUING	MANUFACTURER AND SOLE DISTRIBUTOR OF SPECIALIZED IIRPMs AND IN-ROAD ASSEMBLIES, AND INSTALLATION OF IIRPMs USING PROPRIETARY, SOLE SOURCE DRILLING EQUIPMENT
3M Scott Fire & Safety Products (SCBA & TICs); and Honeywell First Responder Products	\$120,000	MUNICIPAL EMERGENCY SERVICE (MES) (#13120), FISHER SCIENTIFIC (#3257)	CONTINUING	AUTHORIZED DISTRIBUTORS
SALES, RENTALS, AND SERVICE FOR MWI PUMPS	\$10,000	MWI	CONTINUING	SOLE SOURCE FOR PARTS AND SERVICE FOR MWI PUMPS
MACK® TRUCK PARTS, SERVICE AND WARRANTY REPAIRS	\$250,000	NEXTRAN TRUCK CENTER, ORLANDO (#3287)	CONTINUING	EXCLUSIVE AUTHORIZED AND DESIGNATED MACK® DEALER FOR PARTS, SERVICE, AND WARRANTY REPAIRS OF HEAVY DUTY VEHICLES.
Online and Digital Reference & Research (OCLC EZproxy Subscriptions, Periodicals)	\$100,000	OCLC, Inc. (#9677); Value Line (#13701), Morningstar, Inc. (#13441)	CONTINUING	OEM. Sole Source provider (Value Line Research Investment Survey™, Investment Survey Expanded Edition™, and Research Center™ On-Line)
Outfront Media	\$186,000	Out Front Media	CONTINUING	Billboard space needed by Tourism is only owned by this company
LIBRARY DIGITAL MATERIALS (e-BOOKS, PERIODICALS)	\$205,000	OVERDRIVE INC. (#12776)	CONTINUING	MANUFACTURER AND SOLE PROVIDER OF OVERDRIVE DIGITAL LIBRARY SYSTEM
UTILITY SVS – OVIVO USA, LLC EIMCO PROCESS EQUIPMENT, BAKER PROCESS, EIMCO WATER TECHNOLOGIES, DORR-OLIVER AND DORR-OLIVER EIMCO MUNICIPAL WATER AND WASTEWATER EQUIPMENT AND PARTS	\$450,000	OVIVO USA, LLC dba TSC-Jacobs (#3789, #10805)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR OVIVO USA's EIMCO AND DORR-OLIVER EQUIPMENT AND PARTS
UTILITY SVS – DYNASAND® ECOWASH® FILTERS AND AQUA GUARD® SELF-CLEANING WATER SCREEN	\$600,000	PARKSON CORP. (#975)	CONTINUING	OEM MANUFACTURER FOR DYNASAND® ECOWASH® FILTERS AND AQUA GUARD® SELF-CLEANING WATER SCREEN. BOARD APPROVED DESIGN/CONSTRUCTION CRITERIA FOR WATER AND SANITARY SEWAGE SYSTEMS.
Reclamite Preservation Seal (Maltene based asphalt rejuvenator)	\$800,000	Pavement Technology Inc	CONTINUING	Sole Source applicator and sales for Tracor Refining, LLC and their Reclamite Preservation Seal
Impact, Intrusion & Access Control Detection Equipment	\$100,000	Redwire/Sonitrol of Florida East Coast (#13948)	CONTINUING	Sole Source provider, Proprietary equipment
Air Relief Valve Monitoring & Leak Detection	\$175,000	Reign RMC	CONTINUING	Sole source for ARV monitoring to prevent SSO's

VENDORS OF RECORD  
 FY 2022-2023  
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
HEAVY EQUIPMENT AND PARTS, GENERATORS AND GPS SOFTWARE	Parts, Supplies and Service: \$375,000; Equipment approved in adopted budget	RING POWER CORPORATION (#3289, #5826, #8269)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR CATERPILLAR PRODUCTS AND SERVICE FOR BREVARD COUNTY
Repair Service for Airbus Helicopters	\$150,000	Rotortech Services (#14806)	CONTINUING	Sole authorized service provider for Safran Helicopter Engines and Airbus Helicopters Airframe
Engine Parts & Service for Airbus Helicopters)	\$150,000	SafranHE USA (#7742)	CONTINUING	Sole Source for OEM Safran Engine Parts and Service for Airbus Helicopter Engines (Not Airframe)
SAP LICENSES	Dependent on Licensing needs	SAP	CONTINUING	OEM-SOLE SOURCE CM#1174
TRAFFIC OPS - Clean Profile LED Illuminated Street Name Signs, Replacement Parts and repairs	\$100,000	Southern Manufacturing	CONTINUING	Sole source provider for signs and replacement parts, and warranty or non-warranty repairs
Lumber - Parks & Recreation	\$125,000	Southern Pine Lumber	CONTINUING	Marine Grade wood is only available from this source. Also was put out to bid with no responses. (Previous solicitation was Q-5-19-05)
USB-USA & VAC-CON	\$650,000	Southern Sewer Equipment #2648		Sole source for our fleet of VacCon vacuum vehicles
Global Environmental Products	\$330,000	SOUTHERN SEWER EQUIPMENT SALES (SSES) (#2648)	CONTINUING	Southern Sewer is the sole Authorized Distributor for Global Environmental Products, Inc. for Brevard County.
VAC-CON SEWER TRUCK PARTS, AND SERVICE	\$100,000	SOUTHERN SEWER EQUIPMENT SALES (SSES) (#2648)	CONTINUING	SOLE AUTHORIZED VAC-CON DEALER FOR SALES, PARTS AND SERVICE IN THE STATE OF FLORIDA, EXCLUDING PANHANDLE.
Histology and Toxicology Laboratory Services for the Medical Examiner's office	\$200,000	Steward Rockledge Hospital, Inc	CONTINUING	Sole Source Service Provider - Board approved
LIFEPAK® MONITOR/DEFIBRILLATOR, LUCAS® CHEST COMPRESSION SYSTEM, CODE-STAT™ DATA REVIEW SOFTWARE AND SERVICE, AED PRODUCTS, STAIR-PRO® STAIR CHAIR, Power-PRO™ XT COT, POWER PRO™ 2 AMBULANCE COT, POWER-LOAD COT FASTENER, OEM OR SOLE SOURCE DISTRIBUTOR OF PARTS & MAINTENANCE FOR EMERGENCY CARE PRODUCTS	\$350,000	Stryker Medical (V# 7782)	CONTINUING	SOLE SOURCE MANUFACTURE AND HAS NO AUTHORIZED DEALERS OR RESELLERS IN THE BREVARD COUNTY MARKET.
Neptune Water Meters	\$300,000	Sunstate Meters	CONTINUING	Sole Source - Water Meters
EZ-IO® System (Arrow Int'l)	\$150,000	Teleflex LLC (V# 15963)	CONTINUING	OEM Sole Source Manufacturer for Arrow® EZ-IO® Intraosseous Vascular Access System

## VENDORS OF RECORD

FY 2022-2023

- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
TRAFFIC OPS - ALPHA TECHNOLOGIES; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP; CARMANAH; APPLIED INFORMATION SCHOOL CLOCKS, SEIMENS PRODUCTS, TKH SECURITY PRODUCTS AND SENSE VDG SOFTWARE AND SUPPORT	\$120,000	TEMPLE, INC. (#6098)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR IN STATE OF FLORIDA FOR ALPHA TECHNOLOGIES; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH NETWORK EQUIPMENT AND PRODUCTS, TEMPLE SCHOOL ZONE TIME SWITCH, SEIMENS AND TKH SECURITY PRODUCTS AND SENSE VDG SOFTWARE AND SUPPORT
TRAFFIC OPS - GE LED TRAFFIC SIGNALS AND SERVICE, GTT OPTICOM GPS SYSTEM PRODUCTS, TCS 12X12 INTERSECTION DISPLAY BOARD, DORMAN SPEED SIGNS, BRITELITE ILLUMINATED STREET NAME SIGNS, BLANK OUT SIGNS, PELCO INTELLCROSS APS SYSTEM	\$100,000	TRANSPORTATION CONTROL SYSTEMS INC. (TCS)	CONTINUING	EXCLUSIVE DISTRIBUTOR FOR SALES AND SERVICE OF GE LED TRAFFIC SIGNALS, GLOBAL TRAFFIC TECH (GTT) OPTICOM™ GPS SYSTEM, DORMAN SPEED SIGNS, BRITELITE ILLUMINATED STREET NAME SIGNS, AND BLANK OUT SIGNS FOR ENTIRE STATE OF FLORIDA. OEM AND SOLE PROVIDER OF TCS 12x12 INTERSECTION DISPLAY BOARD. PELCO INTELLCROSS APS SYSTEM.
TRAFFIC OPS - TAPCO LED ENHANCED BLINKERSIGNS, TAPCO RRFB, BLINKERBEACON, TAPCO WRONG WAY SYSTEMS, TAPCO IWS SYSTEMS, ACTIVATION METHODS AND ACCESSORIES	\$100,000	UNIVERSAL SIGNS/McCAIN SALES	CONTINUING	SOLE DISTRIBUTOR AND SERVICE PROVIDER FOR TAPCO PRODUCTS IN THE STATE OF FLORIDA
Vega America Parts	\$100,000	Vega Americas	CONTINUING	Oem Manufacture of Vega Grieshaber Group
Mosquito Control Chemicals	\$500,000	Veseris (ES OPCO) (#16230)	CONTINUING	Sole Authorized Supplier for ES OPCO Chemicals Including MasterLine products.
EMERGENCY FUEL (DIESEL/GAS)	\$125,000	WATKINS OIL (#2861)	CONTINUING	FUEL DURING EMERGENCY EVENTS TO SUPPLY THE EMERGENCY GENERATORS, ETC.
TRAFFIC OPS - Microwave Radar Vehicle Detection System	\$100,000	Wavetronix	CONTINUING	Proprietary microwave radar vehicle detection system for the traffic industry
TORO TURF EQUIPMENT & IRRIGATION PARTS	\$450,000	WESCO TURF SUPPLY (#1363)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR TORO TURF EQUIPMENT AND PARTS AND IRRIGATION PARTS FOR BREVARD COUNTY; BOARD STANDARDIZATION RECEIVED FOR TORO IRRIGATION PARTS
100 Octane Low Led Fuel	\$250,000	World Fuel Services	CONTINUING	Single Source fuel for Valkaria Airport
UTILITY SVS – Flygt Products: Submersible Pumps, Mixers, & Valves	\$100,000	Xylem (#9726)	CONTINUING	Only authorized vendor for Flygt products and only authorized service repair and warranty center in State of Florida (east of Apalachicola River)
Utilities - Godwin DriPrime pumps, Sub-Prime electric pump, and Heidra hydraulic pumps	\$375,000	Xylem Dewatering Solutions	CONTINUING	Sole Source provider and manufacturer for Godwin DriPrime pumps, Sub-Prime electric pumps and Heidra hydraulic pumps
<b>Purchasing Cooperatives and Intergovernmental Cooperative Purchasing Programs</b>				
Well Maint & Rehab	\$300,000	A.C. Schultes	2/28/2023	Contract Toho Water Authority - IFB-19-122
Class 4-8 Chassis with Related Equipment	\$250,000	Alan Jay	8/1/2024	Sourcewell # 060920-NAF
Light Body Trucks	\$907,639	Alan Jay #9150	11/8/2025	Sourcewell Contract #091521-NAF (National Auto Fleet)
Light Body Trucks	\$1,500,000	Alan Jay #9150 & Various Vendors	11/8/2025	Florida Sheriffs Association FSA20-VEL28.0



VENDORS OF RECORD  
 FY 2022-2023  
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Fencing	\$400,000	All-Rite #9302, East Coast Fence #8383, Secure Fence & Rail #15332	6/8/2024	School Board of Brevard County ITB 21-452-B-JW
FURNITURE-OFFICE AND FILES (Steel Case Inc.)	\$100,000	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	12/1/2023	STATE CONTRACT #56120000-19-ACS
Painting Contractor Services	\$100,000	Anchor Painting, Inc, R&R Builders, LLC, McDine's Painting of Brevard, Town and Country Painting Inc. SDB Engineers & Constructors, Inc.	2/26/2024	Brevard County School Board # 19-443-B-SH
PLUMBING SUPPLIES	\$250,000	APPLE SPECIALTIES, FERGUSON ENTERPRISES, GLOBAL EQUIPMENT CO, GORMAN COMPANY (HAJOCA CORP), THE HOME DEPOT PRO, SITE ONE LANDSCAPE SUPPLY	2/28/2023	BREVARD COUNTY SCHOOL BOARD COOPERATIVE BID #17-B-048-OC
LIBRARY MATERIALS AND BOOKS	\$1,600,000	BAKER & TAYLOR; BRODART; (GALE) CENGAGE; DAVIDSON TITLES; BARNES & NOBLE; EBSCO; JR. LIBRARY GUILD (MT LIBRARY SERVICES); DEMCO; Other various vendors	8/31/2023	STATE OF FLORIDA CONTRACT #5500000-20-NY-ACS
FIRE EQUIPMENT & SUPPLIES	\$185,000	BENNET FIRE PRODUCTS, FISHER SCIENTIFIC, HENRY SCHEIN, MUNICIPAL EMERGENCY SERVICES, MUNICIPAL EQUIPMENT CO., NORTH AMERICAN FIRE EQUIPMENT CO.(NAFECO), TEAM EQUIPMENT, TECHNICALRESCUE.COM, INC., TEN-8 FIRE EQUIPMENT	7/26/2023	LAKE COUNTY CONTRACT #17-0606
Radio & Repairs/Replacement Parts	\$100,000	BK Technologies (Reim Wireless)	12/14/2020	GSA Contract #GS-35F-0133L
Compact Construction Equipment	\$125,000	Bobcat/Doosan/Clark Equipment	5/31/2023	Sourcewell # 040319-CEC
Asphalt, Paving, & Specialty Construction Equipment	\$500,000	Bomag	5/13/2023	Sourcewell # 032119-BAI
TIRES & SERVICES	\$350,000	Bridgestone, Continental, Goodyear, Michelin – BOULEVARD TIRE CENTER (#6179); GATTO'S TIRE & AUTO SERVICE (#2314)	3/31/2024	STATE OF FLORIDA CONTRACT Tires, Tubes and Services
Athletic, Physical, Education Supplies and Team Uniforms	\$100,000	BSN Sports LLC, Riddell, Samson Equipment, School Health Corporation, School Specialty, LLC	9/30/2023	Omnria #R201101
GENERAL CONTRACTOR SERVICES	Repair/Maintenance / CIP Projects approved in Adopted Budget.	C&D CONSTRUCTION, INC., CANAVERAL CONSTRUCTION CO., INC., DOUG WILSON ENTERPRISES, INC., HEARD CONSTRUCTION, INC., MAVERICK CONSTRUCTORS LLC, RUBY BUILDERS, INC., RUSH CONSTRUCTION INC.	5/22/2023	SCHOOL BOARD OF BREVARD COUNTY RFP #18-P-037-DR
Electrical Supplies	\$100,000	C.E.D., Inc. (#3847); Graybar Electric; Mayer Electric Supply, Inc.; Consolidated Electrical Distributors, Inc. (dba Raybro Electric Supplies, Inc.) (#3382)	2/21/2025	Brevard County School Board # 17-B-050-OC
Chemical, Lime for WTP's	\$185,000	Carmeuse Lime & Stone #15518	4/1/2026	City of Edgewater, ITB21-ES-08
New & Used Construction & Paving Equipment, Parts & Service	\$500,000	Caterpillar Inc.	5/13/2023	Sourcewell# 032119-CAT

VENDORS OF RECORD  
FY 2022-2023  
Over \$100,000 Annually

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Aluminum Sulfate	\$115,000	Chemtrade Chemicals Corp. dba Chemtrade Chemicals US LLC (#13123)	1/31/2024	St. Johns County BOCC #22-MCC-CHE-156-9
PREFABRICATION CONCRETE RESTROOMS	CIP Projects approved in Adopted Budget.	CXT, INC. (#9385, #9952)	10/15/2025	SOURCEWELL #081721-CTX
Prefabricated Concrete Buildings	\$1,100,000	CXT, INC. (#9385, #9952)	10/15/2025	Sourcewell #081721-CXT Prefabricated Concrete Buildings for Restrooms, Showers & Concessions
COMPUTER I.T. HARDWARE	\$500,000	DELL MARKETING L.P. (#7336); 7 Other Vendors; 2022 Finalization TBD	2/28/2023	(WSCA) 43211500-WSCA-15-ACS MASTER PRICE AGREEMENT; BREVARD COUNTY CONTRACT CODE: WN05ACA
VEHICLES (LIGHT TRUCKS, VANS, CARS, SUV, UTILITY)	Vehicles approved in Adopted Budget.	DUVAL FORD, LLC; HUB CITY FORD-MERCURY, INC.; TAMPA TRUCK CENTER for 2020; pending results of 2021 vendors	9/30/2021	FL STATE CONTRACT #25101600-16-1
FIRE RESCUE VEHICLES & AMBULANCES	\$750,000	EMERGENCY - TACTICAL - RESCUE VEHICLES; EXCELLANCE INC.; FERRARA; QUALITY EMERGENCY VEHICLES; ROSENBAUER; RTC HALL-MARK; SUTPHEN; TEN-8	3/31/2023	FLORIDA SHERIFFS ASSOCIATION (FSA) #FSA20-VEF14.01, FSA20-VEF14.2, FSA19-VEH 17.0
Equipment Rental	\$100,000	EP Rents, LLC, Herc Rentals Inc, Nesco, LLC, Ring Power Corporation, Sunbelt Rentals, Inc, Synergy Equipment, Trekker Tractor, LIC, United Rentals	8/31/2023	City of Palm Bay contract [Co-op] #54-0-2017/SB
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PACKAGING, TRANSPORTATION AND DISPOSAL SVC	\$105,000	EQ THE ENVIRONMENTAL QUALITY CO. (#8899)	6/30/2025	HILLSBOROUGH COUNTY ITB #22984
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$175,000	FASTENAL, GRAINGER, HD Supply	1/25/2023	THE COOPERATIVE PURCHASING NETWORK (TCPN) Contract #121218
Plumbing Supplies	\$265,000	Ferguson #573	2/1/2025	BCSB 22-267-B-JW exp 2/2025
RESEARCH LABORATORY SUPPLIES	\$100,000	FISHER SCIENTIFIC	3/31/2023	STATE OF FLORIDA #411-20000-20-ACS
Lab Equipment and Supplies	\$110,000	Fisher Scientific #3257	3/1/2023	State #41120000-20-ACS
PUMP & MOTOR REPAIR SERVICES	\$230,000	FLORIDA ARMATURE WORKS, INC. (#13054)	8/13/2024	Indian River County RFP# 2019056
FUEL (DIESEL/GAS)	\$4,000,000	GLOVER OIL COMPANY, INC. (#2014)	11/21/2022	COOPERATIVE BID, SCHOOL BOARD #18-B-021-NC
Telescopic Boom, Highway Speed, & Rough Terrain Excavators	\$750,000	Gradall Industries	5/31/2023	Sourcewell # 040319-GRD
Safety Supplies, Equipment and Safety Shoes	\$125,000	Grainger #7200	6/1/2023	state #31160000-20-NASPO-ACS
Outdoor Fitness Equipment	\$250,000	Greenfields Outdoor Fitness, Landscape Structures, Outdoor Fit	2/5/2025	Sourcewell #010721
Ice Making Machines	\$100,000	Gulf Ice Systems (#3201)	4/30/2023	Leon County Bid #0C-04-02-20-39
Industrial Equipment and Tool Rental	\$165,000	Herc Rentals, Inc	11/1/2023	Florida State Contract No. 518-410-19-ACS
Valves Exercising and Unidirectional Flushing	\$130,000	Hydromax	3/10/2023	Orange County, Y22-113

**VENDORS OF RECORD**  
**FY 2022-2023**  
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COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
UTILITY SVS – Infor® Public Sector Software Suite (Hansen)	\$100,000	Infor Public Sector, Inc. (#3949)	CONTINUING	Annual Services Management Agreement (Contract #872)
IT Products and Services	\$100,000	Insight Public Sector, Inc. (#10867); UNICOM Gov't	4/30/2023	U.S. Communities - Technology Products and Services 43210000-US-16-ACS
CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS; SLIP LINING	\$1,000,000	INSITUFORM TECHNOLOGIES, LLC (#9688)	2/5/2024	City of Daytona Beach Contract No. 0118-2600
CLUB CAR, PARTS & SERVICE, UTILITY, TRANSPORTATION, AND GOLF VEHICLES PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES	\$185,000	Jeffrey Allen, Inc. (#13317)	12/31/2026	OMNIA - Utility, Transportation and Golf Vehicles; #EV2671-01
Natural Area and Exotic Vegetation Management/Mowing	\$100,000	John Brown and Sons, Inc.	1/3/2025	Indian River County
Heavy Construction Equipment	\$500,000	John Deere	5/13/2023	Soucewell # 032119-JDC
HVAC Supplies	\$100,000	Johnstone Supply (#3238);	12/11/2023	Brevard County School Board # 19-202-B-SH; Volusia County #13-B-179KW
Agricultural & Compact Construction Equipment	\$125,000	Kubota	5/31/2023	Sourcewell # 040319-KBA
Athletic Field Sodding - Sports Turf	\$350,000	Lake Gem Farms	7/31/2023	Orange County #Y22-1025-KB
PAINT CONTRACTOR SERVICE	\$200,000	McDine's; Anchor Painting, R & R; Town and Country; and SDB Engineers	2/26/2024	BREVARD COUNTY SCHOOL BOARD BID #19-443-B-SHC
Data Communications Products and Services	\$100,000	Misc. Contractors	9/30/2024	State of Florida # 43220000-WSCA-14-ACS
IT STAFF AUGMENTATION SERVICES	\$95,000	MISCELLANEOUS	10/1/2023	*STATE 80101507-SA-19-1
Portable Construction Equipment, Generators, & Light Towers	\$100,000	Multiquip	6/17/2023	Sourcewell # 041719-MTQ
ATHLETIC FIELD LIGHTING & SPORTS LIGHTING WITH RELATED SUPPLIES AND SERVICES	\$400,000	MUSCO LIGHTING #402932	8/27/2023	SOURCEWELL #071619-MSL
ATHLETIC SURFACING AND ASPHALT MAINTENANCE	\$125,000	NIDY CONSTRUCTION (VASCO Asphalt Company)	8/31/2023	NCPA Contract 08-20 Region 14 Education Services Center
UTILITY SVS – WATER/WASTEWATER TREATMENT CHEMICALS -- SODIUM HYPOCHLORITE (BLEACH)	\$400,000	ODYSSEY MANUFACTURING (#4444)	4/5/2023	CITY OF EDGEWATER ITB 20-ES-006
Bleach Tanks	\$250,000	ODYSSEY MANUFACTURING (#4444)	12/26/2022	City of Davie RFP #B16-138
OFFICE SUPPLY	\$180,000	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	10/13/2023	City of Taramac #19-12R
AUTOMOTIVE PARTS AND SUPPLIES	\$200,000	O'Reilly Auto Parts / Various Vendors	5/19/2025	Sourcewell #032521-ORA
AUTO, TRUCK, HEAVY EQUIPMENT PARTS AND SERVICE	\$100,000	Orlando Freightliner	CONTINUING	SOLE AUTHORIZED DEALER AND PROVIDER FOR THE FOLLOWING PRODUCTS AND SERVICE: FREIGHTLINER, MERCEDES BENZ TRUCK ENGINES, CATERPILLAR TRUCK ENGINE PARTS AND CUMMINS ENGINE PARTS

VENDORS OF RECORD  
 FY 2022-2023  
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COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Water Quality Monitoring and Testing	\$100,000	PACE (#1875)	2/3/2023	Volusia County Master Agreement 780-32456-1
LABORATORY SERVICES & RELATED SERVICES	\$170,000	PACE ANALYTICAL (#1875); FLOWERS CHEMICAL LABORATORY (#9369)	2/28/2023	Volusia County, 780-32456-1
Electric Motor and Pump Rep	\$100,000	Quality Electric	9/12/2024	Pumps, parts and repair School Board ITB18-B-090
Hydrant and Valves Assessment	\$115,000	R & M Service Solutions	10/11/2023	Hydrants / valves (Seminole Co IFB603974-20)
Water and Wastewater System Infrastructure Repairs and ARV Installations	\$325,000	R&M Service #16185	3/1/2024	City of Tarpon Springs, 210102-B-JL
Sewer ARV Maintenance	\$250,000	R&M Service Solutions #16185	3/25/2024	JEA, #1410643896
VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS (SHELTERS)	\$1,050,000	RCP SHELTERS	5/22/2023	Clay County Bid#18/19-2, Various Equipment and Amenities for Parks and Playgrounds
Gym Floor, Repairs, Replacements & Services	\$200,000	Southeastern Surfaces & Equipment Inc.	11/23/2024	TIPS Cooperative Contract #1809030
Plumbing Services	\$140,000	Sun Plumbing #8909	6/20/2023	Brevard County School Board ITB 20-716-B-SH
Biosolids Dewatering Services	\$300,000	Synagro #15020	4/1/2023	Palm Beach County, Bid#21-012/MB
CARPET & FLOOR MATERIAL	\$100,000	TANDUS, BENTLEY MILLS, INTERFACE AMERICAS, MANNINGTON COMMERCIAL, MASLAND, MILLIKEN, MOHAWK, SHAW	10/11/2023	STATE OF FLORIDA #30161700-20-ACS
PUMP & MOTOR REPAIR SERVICES	\$200,000	TAW #6332	4/1/2023	City of Tampa
Portable Construction Equipment	\$100,000	Terex/Genie	6/17/2023	Sourcewell # 041719-TER
Sewer Vacuum	\$200,000	Thompson Pump	11/29/2025	Sourcewell # 101221-TPM
Dewatering Pump Systems	\$225,000	Thompson Pump #4719	11/25/2025	Sourcewell #101221-TPM
SEWAGE, DEWATERING, BYPASS PARTS	\$100,000	THOMPSON PUMP & MFG. (#4719)	11/29/2025	SOURCEWELL #012418-TPM
Structure Cleaning Services	\$500,000	US Submergent #15833	6/1/2023	City of Orlando, IFB18-02255
FDOT APL Traffic Equipment	\$100,000	Various Vendors	11/3/2022	FDOT DOT-ITB-20-9034-GH
PUBLIC WORKS- ALTERNATIVE PAVING METHODS	\$900,000	VARIOUS VENDORS	CONTINUING	Lee County Bid #B220257ACN , Sumter County RFP #032-0-2021 , St Johns County Bid # 21-97, Polk County Bid # 22-245
PUBLIC WORKS- HEAVY EQUIPMENT	\$1,000,000	VARIOUS VENDORS	CONTINUING	FLORIDA SHERIFFS ASSOCIATION (FSA) CONTRACT # FSA20-EQU 18.0
PARK AND PLAYGROUND EQUIPMENT	\$2,460,000	Various Vendors; ARC-Advanced Recreational Concepts, Rep Services, Play Space Services, Miracle Recreation, Playmore West, Shade Systems, Swartz	8/31/2024	Manatee County School District SDMC No. 21-0053-MR The Initial contract term shall commence April 14, 2021 and continue until August 31, 2023 with two (2) additional one (1) year renewal periods.
SAFETY & SECURITY/PPE, MRO & INDUSTRIAL & COMMERCIAL SUPPLIES &	\$150,000	W. W. GRAINGER INC. (#7200); FASTENAL CO.; MSC INDUSTRIAL SUPPLY CO.	6/30/2023	STATE OF FLORIDA #31160000-20-NASPO-ACS
Portable Construction Equipment	\$100,000	Wacker Neuson	6/17/2023	Sourcewell # 041719-WAC
Medium-Duty Construction Equipment	\$100,000	Wacker Neuson	5/31/2023	Sourcewell # 040319-WAC
Road Construction & Paving Equipment	\$500,000	Wirtgen	5/13/2023	Sourcewell# 032119-JDC-1

<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<h1 style="margin:0;">INVITATION TO BID</h1> <h2 style="margin:0;">Bid Acknowledgment</h2>	
<b>PROCUREMENT ANALYST:</b> Sherry Collett Sherry.Collett@brevardfl.gov		(321) 617-7390 Ext. 5-9331		AN EQUAL OPPORTUNITY EMPLOYER	
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
<b>RELEASE DATE:</b> October 13, 2022		<b>BID TITLE:</b> Concrete Services		<b>BID NUMBER:</b> B-8-23-09	
<b>PRE-BID DATE, TIME, AND LOCATION:</b> N/A				<b>BID OPENING DATE AND TIME:</b> November 3, 2022 @ 1:00 P.M.  <b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>	

**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b>   <b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b> (     )	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b>  If returning as a "no bid," state reason:  I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.
<b>*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID*</b>	
Sworn to and subscribed before me this _____ day of _____ 20____.	
Personally known: <input type="checkbox"/>	
Or produced identification: <input type="checkbox"/> Type of ID: _____	
SIGNATURE OF NOTARY PUBLIC _____ STATE _____  NAME OF NOTARY PUBLIC (PRINTED) _____	(AFFIX SEAL OF STAMP)
My commission expires: _____	

**BOND DATA**

<b>CONTRACTOR MUST PROVIDE:</b>	<b>AMOUNT:</b>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND	_____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> PERFORMANCE BOND	_____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.**

**ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

**GENERAL CONDITIONS, TERMS, AND PROVISIONS**

1. **DEFINITIONS:**
  - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
  - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
  - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
  - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
  - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, any other information required by Board policies.
  - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
  - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to the [demandstar](#) and [VendorLink](#) websites.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 6 months from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids

and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor,

supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor 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, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

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

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.



44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor 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. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the 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 the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.
53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this

State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [DemandStar](#) and [VendorLink](#) websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2)

evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is

any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of

the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**CONCRETE SERVICES**  
**B-8-23-09**  
**CONTRACTOR'S CHECKLIST**

***The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.***

- Signed/Notarized Bid Invitation, including Electronic Copy on USB drive
- Price Sheet completed in Excel and submitted USB flash drive
- Confirmation of Drug Free Workplace Form
- Foreign Influence Disclosure Form
- Reference Form
- Contractor Affidavit Regarding Scrutinized Company List
- Name of Intended Ready-Mix Concrete Supplier to be listed on the Price Sheet

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

- Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
- Attachment B: Price Sheet
- Attachment C: Sketch Of Thicken Edge Slab With Steel
- Attachment D: ADA-C-2460 Armor Tile
- Attachment E: Brevard County Land Development Exhibits

**CONCRETE SERVICES  
B-8-23-09  
SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County Purchasing Services, on behalf of the Public Works Road and Bridge Department, is soliciting annual bids for the purchase of Concrete Services. The County's roadway network consists of approximately 1140 centerline miles, mostly asphalt construction. Annually, the Department performs resurfacing and reconstruction of the roadway network. Part of this effort includes work related to the repair, maintenance and/or upgrades to concrete elements, such as sidewalks, valley gutters, driveways, and curb and gutters.

The County intends to award multiple qualified contractors to perform concrete services countywide consisting of repair, replacement, and/or installation of concrete work to include but not limited to: concrete sidewalk, curb and gutter, driveways, truncated domes (Detectable Warnings), gravity walls, traffic separators, curb inlets, bollards and pavers. Work may also consist of concrete removal and grinding of existing concrete. Projects shall vary in size and/or scope. The Contractor(s) shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to perform the work described in the bid.

**Award**

Award will be based on line item pricing to reflect the best interest of the County. The County intends to award to multiple contractors. The County will assign work on a project-by-project basis.

**Delivery**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

**CONTRACT PERIOD**

The terms of this agreement shall be effective from the date the Notice of Award for six (6) months, and may be extended by mutual agreement for eight (8) additional 6-month periods.

Bid prices shall remain firm for the first six (6) months after the Notice of Award is issued and may be adjusted each six (6) months thereafter, based documentation which provides a basis for a price adjustment at the request of the awarded Contractor. The request for price adjustment must be submitted to the Purchasing Manager thirty (30) days prior to the six-month anniversary date of the award. The request for price adjustment must include written justification (raw material price increase, labor, etc.) and shall not exceed the rate of inflation determined by the Consumer Price Index for All Urban Consumers (CPI-U). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

In the event of termination, the Contractor shall be entitled to receive payment for work performed under the terms of this contract, as directed by the County, up to the date of termination; provided, however, it is acknowledged that the Contractor shall not be entitled to any damages caused as a result of such termination.

**2. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Sherry Collett, Purchasing Services at 321-617-7390 or by email at [sherry.collett@brevardfl.gov](mailto:sherry.collett@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar® website](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Sherry Collett at [sherry.collett@brevardfl.gov](mailto:sherry.collett@brevardfl.gov). To be given consideration, such requests should be received in writing, in order to receive a response, no later than **October 20, 2022 @ 5:00 P.M.**

### 3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than November 3, 2022 at 1:00 P.M.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) .  
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

**CONCRETE SERVICES**  
**B-8-23-09**  
**SCOPE OF SERVICES**

**Purpose**

The scope of work to be performed under this contract consists of repair, replacement, and/or installation of concrete work to include but not limited to: concrete sidewalk, valley gutter, curb and gutter, driveways, gravity walls, traffic separators, curb inlets, and pavers. Work may also consist of concrete removal and grinding of existing concrete. Other work, comparable with this scope of services, may be authorized on an as needed basis.

**Contractor Responsibilities**

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to perform the work described in the bid. The Contractor shall provide the necessary safety precautions for the protection of the public and property. The Contractor shall perform cleanup activities to restore the work site to a satisfactory condition acceptable to the County.

The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc. before any excavation or penetration of the earth more than 10 inches will take place. This is to satisfy Florida Statute Chapter 556.

The Contractor shall follow Occupational Safety and Health Administration (O.S.H.A.) standards during the performance of any work activities.

**Performance Standards**

All materials and installations shall be in accordance with the following technical specifications. All concrete shall meet FDOT design mix and specifications. Curing method shall be in accordance with the FDOT Specifications for Road and Bridge Construction, (latest edition).

**Flatwork**

- All sidewalks shall be constructed of 6-inch thick, 3000-psi concrete with fiber mesh reinforcement.
- **TRUNCATED DOMES (DETECTABLE WARNINGS) – All truncated domes (also known as detectable warnings) shall be constructed per Attachment E. County will only accept Armor Tile Mat - Brick Red, per Attachment D.**
- All sidewalk and access ramp construction shall comply with the Department of Justice 2010 ADA standards for accessible design, FDOT design standards (latest editions), and Attachment E.
- All driveways shall be constructed per Attachment E unless otherwise directed by the County.
- Concrete sidewalks and concrete driveway aprons shall be constructed over soils compacted to 98% density, of ASSHTO T-180. Should existing soils be found unsuitable for compaction, additional compatible materials shall be brought to the site for use as subgrade. Alternate methods of compaction may be required to avoid damage to surrounding properties. Contractor to supply all labor, materials and equipment necessary to place sub-grade at proper elevation and compaction.
- Construct sidewalk joints per Brevard County standard exhibits, unless otherwise directed by the County. Expansion joints shall be every 50 feet, and between new and old concrete.
- Two by four form boards shall not be used for sidewalk/driveway construction. Form boards shall match proposed concrete thickness. Slip forms shall not be used for sidewalk construction. Fixed formwork shall be required per FDOT Standard Plans for Road Construction, current year.

### **Curb**

- The Contractor shall provide a 3-foot curb transition at all curb terminations.
- All construction of concrete gutter, curb elements, and traffic separators shall be in accordance with the current FDOT Standard Specifications for Road and Bridge Construction, Section 520 Concrete Gutter, Curb Elements, and Traffic Separator, latest edition and subsequent updates.

### **Miscellaneous**

- **Non-Shrink Grout:** Non-Shrink Grout shall conform to the current FDOT Specifications for Road and Bridge Construction, Section 934. Non-Shrink Grout shall be paid by the cubic yard. Pressurized grout will need to be pumped to fill abandoned in-place pipes at the direction of the County.
- **Sidewalk Grinding:** Contractor shall be responsible for sidewalk grinding at the direction of the County to meet ADA standards.

### **Poured-In-Place Structures**

- All construction of poured-in-place structures shall be in accordance with the current FDOT Standard Specifications for Road and Bridge Construction, Section 346 Structural Portland Cement Concrete, latest edition and subsequent updates and FDOT Standard Plans, latest edition and subsequent updates. **Please see Bid Price Sheet for details.**

### **Removal of Concrete**

- **Demo and Removal of Existing Concrete Structures:** Contractor shall be responsible to demolish, excavate and disposal of existing concrete structures such as, but not limited to, sidewalks, footers or curbs as directed by the County. Damage to adjacent walks or curbs will be the responsibility of the Contractor. Repair to damaged areas must be completed prior to final acceptance by the County.

### **Assignment of Work**

The Contractor shall perform work under this contract in the following manner:

- **Payment for M.O.T. shall be based per project need as mutually agreed upon between the County and the Contractor. Payment for M.O.T. shall be based on the usual, customary, and reasonable industry standards.**
- **No increases will be permitted unless unforeseen circumstances arise. Changes to the quoted price require County approval to be authorized.**
- 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 Contractor.
- The Contractor shall receive authorization from the County before commencing work. The County will authorize work via written, email or verbal notice.
- The Contractor shall consult with the County's Project Manager prior to any schedule change. County approval of any schedule change is required.
- The Contractor shall be responsible for dewatering unless prior arrangements have been made with the County.
- All work shall be performed only Mondays through Fridays, 7:00 a.m. through 5:00 p.m., unless approved otherwise by the County.
- No work shall be performed on County holidays, unless approved otherwise by the County.
- If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not continue without authorization of the County.



- The Contractor shall provide a minimum of 24 hours' notice to the County Project Manager prior to leaving the project site so that inspection of the work can be conducted.

### **Maintenance of Traffic**

The terms Traffic Control Plan (T.C.P.) and Maintenance of Traffic Plan (M.O.T.) are intended to be synonymous. The term Maintenance of Traffic (M.O.T.) is the function presented in the T.C.P. The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site. Depending on the project complexity, the County may require the Contractor submit an M.O.T. plan showing all phases of construction in advance for approval. The Contractor shall have a designated Worksite Traffic Supervisor who shall be adequately certified per FDOT requirements, and responsible for initiating, installing and maintaining all temporary traffic control devices. When needed, the Contractor shall provide dedicated flaggers, adequately certified per FDOT requirements. **The Contractor shall provide the County with the name and contact information of the Worksite Traffic Supervisor prior to beginning any project, and should be able to provide evidence of the M.O.T. personnel certification upon request.**

If the construction method being employed requires a lane closure longer than a day, it shall not be considered as a moving operation, and the Contractor should submit a Lane Closure Request to the County for approval. If the construction method being employed requires a road closure, the Contractor should submit a Road Closure Request to the County at least ten (10) business days prior to the anticipated start date of the closure.

### **Safety**

The Contractor shall provide the necessary safety precautions for the protection of the public and property. The Contractor is responsible for providing for the safety of all Contractor's and approved subcontractor's personnel working in the project area compliant with Occupational Safety and Health Administration (O.S.H.A.) standards.

The Contractor is required to comply with Chapter 556, Florida Statutes (F.S.), Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or [www.callsunshine.com](http://www.callsunshine.com), no less than two business days (48 hours) and no more than five (5) business days before beginning any excavation. The Contractor shall provide notification according to the procedures outlined by Florida law, including Chapter 556, F.S.

In the event of an emergency, the Contractor shall immediately notify the Brevard County Project Manager via any means necessary to ensure contact is made, including, but not limited to phone, email or in person notification.

### **Periodic and Final Cleanup**

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from the work. The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. The Contractor shall perform cleanup activities to restore the work site to a satisfactory condition acceptable to the County. Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been disturbed and/or damaged during the prosecution of the work, and shall have the work in a neat and presentable condition. All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by the County.

### **Subcontracting**

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work **unless approved in writing by the County**. The County may require the Contractor to provide subcontractor qualifications for County review. The County shall have sole discretion as

to whether the subcontractor may or may not be used. The Contractor is responsible for performing the work regardless of whether or not a subcontractor is allowed.

### **Inspection**

Upon notice from the Contractor that the work is complete, the County's Project Manager shall conduct a final inspection within seventy-two hours. If additional time is needed for the County to inspect, notice shall be provided to the Contractor. The County shall have the right to not accept work deemed as defective. Defective work shall mean work that is unsatisfactory, deficient or damaged, does not conform to the contract, or does not meet the requirements of any inspection test or approval. The Contractor shall remove the defective work and replace it with non-defective work within a reasonable time as agreed to by the County. If the Contractor is unable or unwilling to remove the defective work, the County will do so and the Contractor will be responsible for reimbursing the County for labor and equipment. The County shall have the right to pursue claims for actual damages involving any defects in the work performed by the Contractor not remedied to the satisfaction of the County.

Failure of the County to detect discrepancies, poor workmanship, or faulty materials shall in no way release the Contractor from responsibility for completion of the work.

### **Deficiencies**

If through any cause, the Contractor shall fail to fulfill its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract:

- The County shall have the right to direct the Contractor to cease operation until deficiencies are corrected.
- The County shall have the right to schedule a meeting to discuss the deficiencies. The Contractor shall be responsible for providing a written corrective action plan within three (3) business days after the meeting.
- The County shall have the right to specify other remedial action, which may be incorporated into this contract by mutual consent of the parties.
- Significant or consistent failure to complete the work in accordance with the agreed upon project schedule may result in termination of the contract.

### **Invoicing and Payment**

Within seven business days of final inspection of the completed work, the Contractor shall submit the invoice to the County. The Contractor certifies that all work has been completed in accordance with the contract by submitting the invoice. A separate invoice shall be used for each and every project.

Payment shall be full compensation for all work based on the County approved and accepted final quantities and in accordance with the bid price sheet, less any withholdings and deductions. The work shall be inclusive of all labor, materials, equipment, applicable taxes, supervision and support for the work. Payment for Maintenance of Traffic (M.O.T.) will be based on the mutually agreed upon price between the County and the Contractor on a project-by-project basis.

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**CONCRETE SERVICES**  
**B-8-23-09**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida to indicate that the policies have been endorsed to cover Brevard County as an Additional Insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

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**CONCRETE SERVICES**  
**B-8-23-09**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

\_\_\_\_\_  
 Business Name

\_\_\_\_\_  
 Bid Number and Name

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Position

**CONCRETE SERVICES**  
**B-8-23-09**  
**DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS**  
**OR GRANTS HAVING A VALUE OF \$100,000 OR MORE**

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

- YES / NO      I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO      I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO      I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

- YES / NO      Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO      This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern:

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

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

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

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name of person making statement).

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

**CONCRETE SERVICES  
B-8-23-09  
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

Ref #2. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #3. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #4. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #5. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

CONTRACTOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PRINTED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**CONCRETE SERVICES**  
**B-8-23-09**  
**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor 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, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing,



maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

- 5. \_\_\_\_\_ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- 6. \_\_\_\_\_ (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
- 7. \_\_\_\_\_ (name of Contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



**CONCRETE SERVICES  
B-8-23-09  
STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303  
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-8-23-09 for the following reason(s):

- Specifications too "restrictive," i.e., geared toward one brand or manufacturer only *(please specify below)*
- Insufficient time to respond to the Invitation to Bid
- We do not offer this commodity/service or equivalent
- Our product schedule would not permit us to perform
- Specifications unclear *(please specify below)*
- Unable to meet bond or insurance requirements
- Remove our company from Contractor database for this commodity/service
- Other *(please specify below)*

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE PRINT**

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

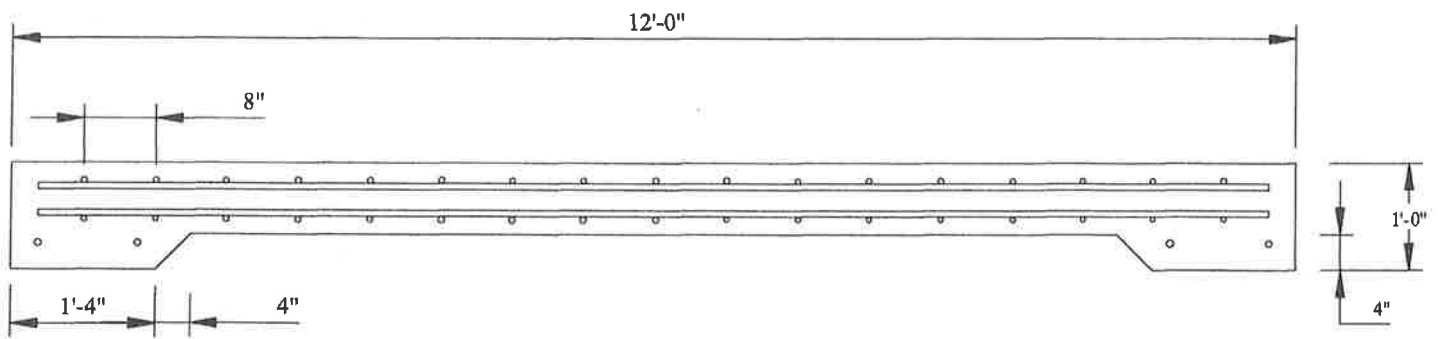
PRINTED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

## ATTACHMENT C

## Reinforced Slab W/Footer



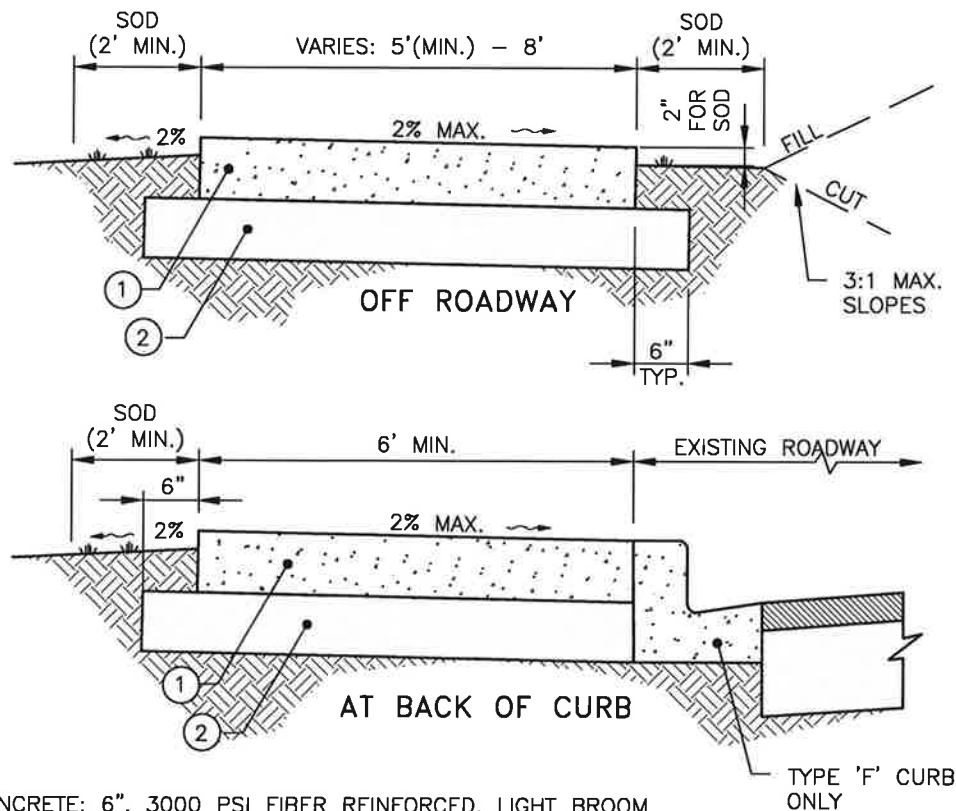
Note: Double Mat of #5 rebar 8" O.C.

Concrete to be 4000psi or greater

Price per SY to include footer and rebar

Slab to be 8" TK





- ① CONCRETE: 6", 3000 PSI FIBER REINFORCED. LIGHT BROOM FINISH, CURED WITH A WHITE CURING COMPOUND AS PER FDOT STANDARD SPECIFICATION SECTION 925-2.1.
- ② SUBGRADE: 6", COMPACTED TO A MINIMUM OF 98% MAX. DENSITY - AASHTO T-180

### PEDWAY CONSTRUCTION REQUIREMENTS

1. PEDESTRIAN WAY SHALL BE CONSTRUCTED OF FDOT CLASS I, 3000 PSI FIBER REINFORCED CONCRETE. NO UNDER TOLERANCE WILL BE ACCEPTED. IF 28 DAY BREAKS FALL BELOW STRENGTH, CONTRACTOR SHALL REMOVE AND RECONSTRUCT PEDWAY.
2. SIDEWALKS CONSTRUCTED ACROSS DRIVEWAYS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARDS, LATEST EDITION, INDEX 515 "TURNOUTS".
3. SIDEWALK SLOPES AND RAMPS SHALL MEET ADA REQUIREMENTS AND THOSE OF FDOT INDEX 304.
4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH PREVIOUS CONDITION OR BETTER, BY CONTRACTOR.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY ITEMS DAMAGED DURING CONSTRUCTION PROCESS, TO ORIGINAL CONDITION OR BETTER.
6. CONTRACTION JOINTS SHALL BE SAW CUT 1 1/2" DEEP (MIN.) ON 5-FOOT CENTERS; EXPANSION JOINTS SHALL BE AT MAX. 50-FOOT CENTERS, AT THE PC AND PT OF CURVES, JUNCTIONS WITH EXISTING AND NEW SIDEWALKS, AND WHERE NEW SIDEWALKS ABUT CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.
7. AN EIGHT (8) FOOT WIDE PEDWAY MAY BE CONSTRUCTED ON ONE SIDE OF THE STREET, VERSUS CONSTRUCTING A 5' WIDE SIDEWALK ON BOTH SIDES, ONLY UPON APPROVAL FROM LAND DEVELOPMENT.

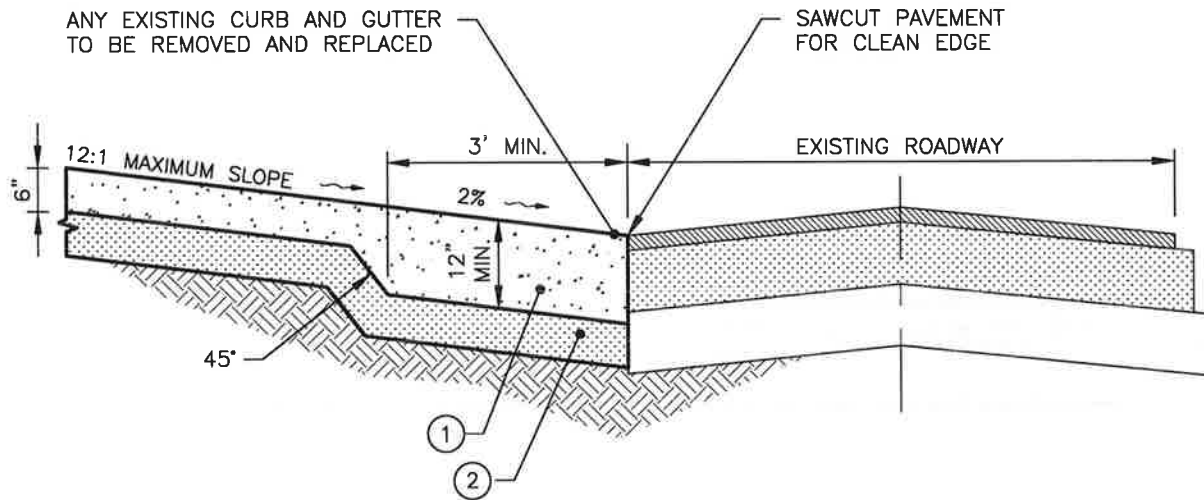
## PEDWAY CONSTRUCTION DETAILS

REV.	

BREVARD COUNTY LAND DEVELOPMENT  
2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

**EXHIBIT - 13**

DATE:  
MAY-2008

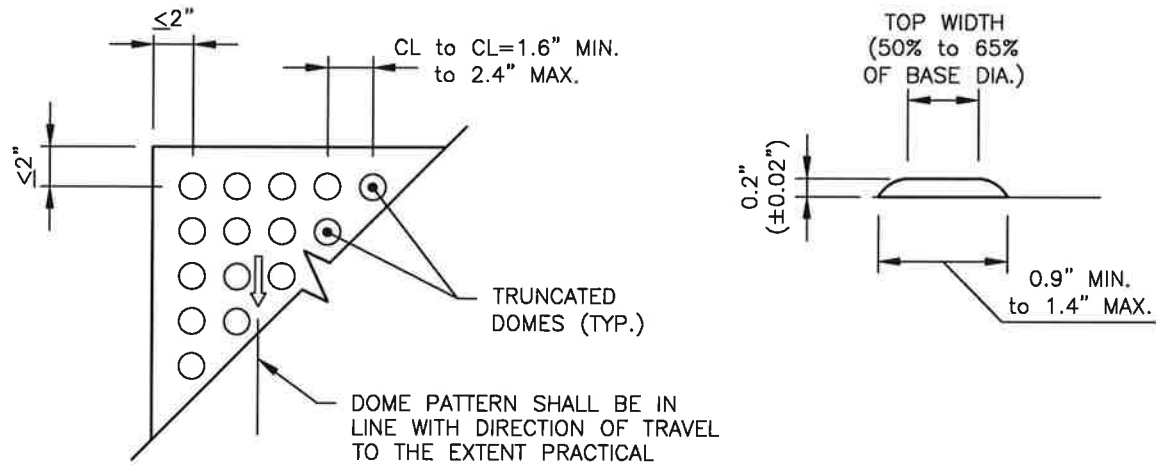


- ① CONCRETE: 12" THICK FIBER REINFORCED, 3000 PSI
- ② SUBGRADE 6", COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

**NOTES:**

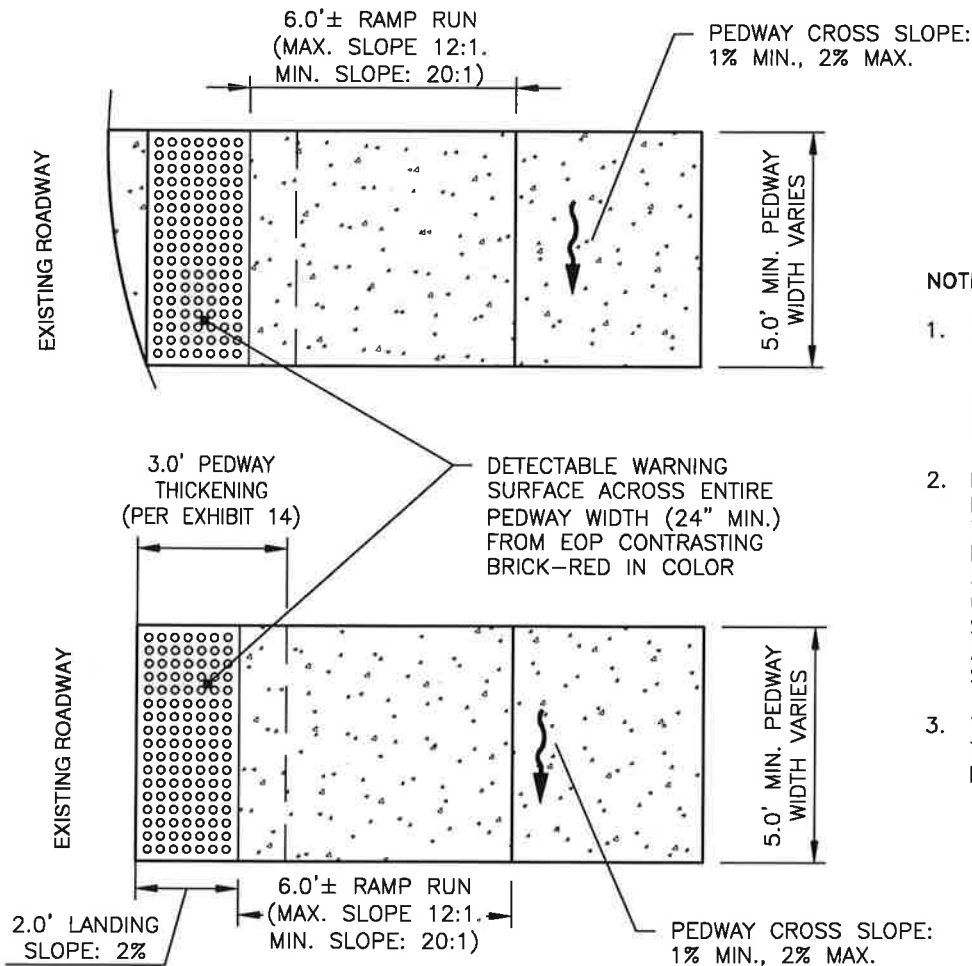
1. ALL PEDWAY TO ROADWAY INTERSECTIONS SHALL HAVE THREE (3) LINEAR FEET (LF) OF THICKENING FULL WIDTH OF PEDWAY.
2. COMMERCIAL DRIVEWAYS SHALL HAVE PEDWAY THICKENING.

**PEDWAY THICKENED EDGE DETAIL**



PLAN VIEW

TRUNCATED DOME



NOTES:

1. PRE-MANUFACTURED DETECTABLE WARNING SURFACE PLATES SHALL BE EMBEDDED A MINIMUM OF 1" IN THE CONCRETE SURFACE.
2. BRICK-RED COLORED DETECTABLE WARNING SURFACE TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH INDEX 304 OF THE LATEST EDITION OF THE FDOT DESIGN STANDARDS AND PER ADA ACCESSIBILITY GUIDELINES, SECTION 4.29.2.
3. THE ALIGNMENT OF THE TRUNCATED DOMES MUST BE IN THE DIRECTION OF TRAVEL.

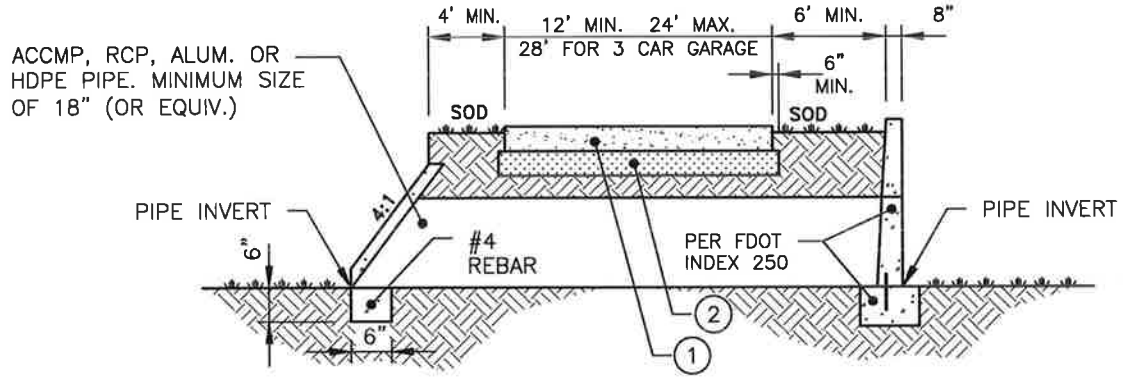
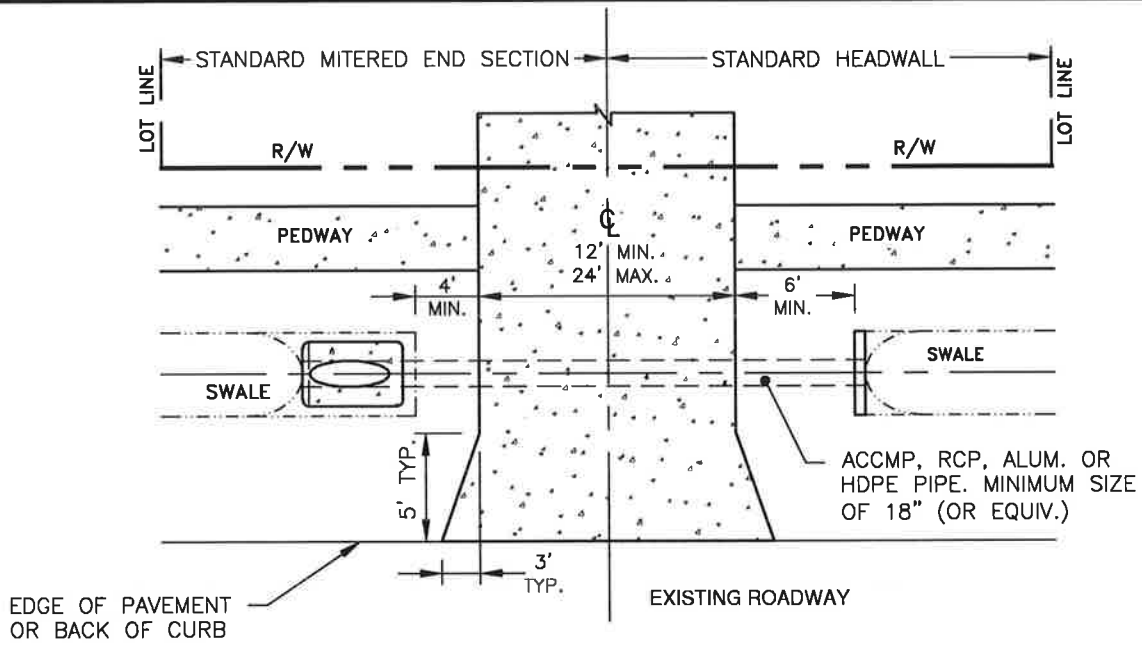
# HANDICAP RAMP DETECTABLE WARNING DETAIL

REV:	

BREVARD COUNTY LAND DEVELOPMENT  
2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

**EXHIBIT - 15**

DATE: MAY-2008



WITH MITERED END SECTIONS

WITH HEADWALLS

- ① 6" THICK CONC. 3000 PSI REINFORCED W/FIBER MESH
- ② SUBGRADE: 6" THICK, TYPE "B" STABILIZED, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

**NOTES:**

1. MITERED END SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 272, LATEST EDITION.
2. HEADWALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 250, LATEST EDITION.
3. CULVERT SIZES WILL BE DETERMINED BY EITHER THE UPSTREAM AND DOWNSTREAM CULVERT SIZES OR THE CROSS-SECTION OF THE DITCH. THIS INFORMATION MUST BE PROVIDED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF FLORIDA.

# RESIDENTIAL CONCRETE DRIVEWAY DETAIL

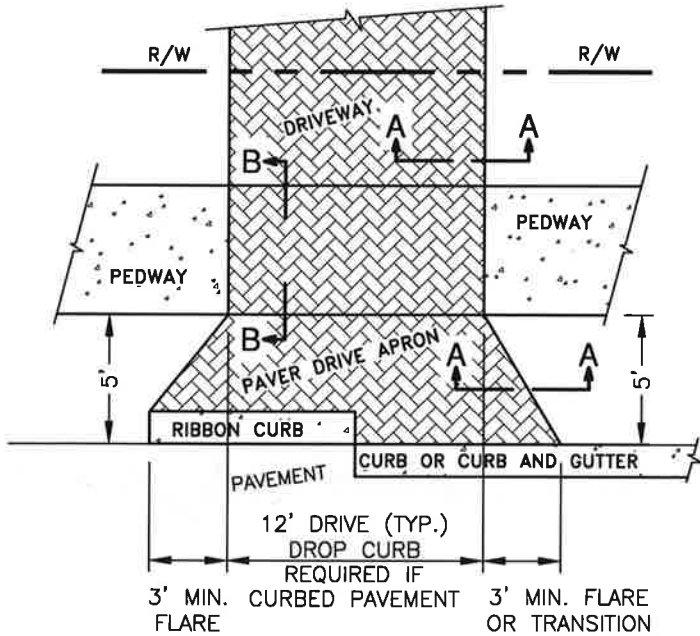
REV.	

BREVARD COUNTY LAND DEVELOPMENT  
2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

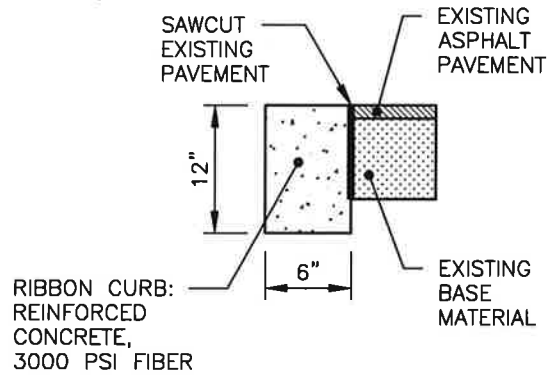
**EXHIBIT - 18**

DATE: MAY-2008





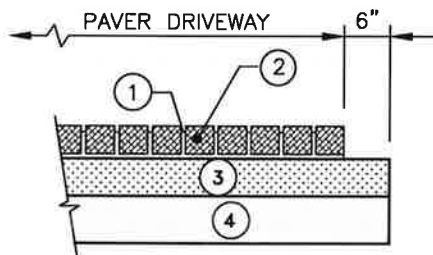
PLAN VIEW



RIBBON CURB DETAIL

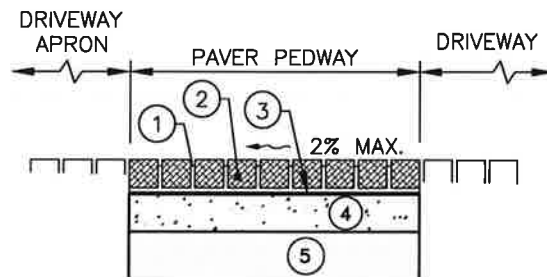
NOTES:

1. A 6" THICK CONCRETE PEDWAY/SIDEWALK MAY PASS THROUGH THE DRIVEWAY IN LIEU OF THE BRICK PAVED PEDWAY/SIDEWALK.
2. RIBBON CURB TO BE USED ALONG THE ENTIRE WIDTH OF DRIVE APRON IF NO CURB OR CURB AND GUTTER EXISTS. SEE DETAIL.



- ① FILL BETWEEN PAVERS WITH SAND AS NEEDED
- ② PAVER BRICK COLOR AND STYLE PER OWNER OR ARCHITECT
- ③ BASE: 4" LIMEROCK OR CRUSHED CONCRETE SCREENINGS, LBR 100, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180
- ④ SUBGRADE, 6" TYPE "B" STABILIZED, LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180.

SECTION A-A



- ① FILL BETWEEN PAVERS WITH SAND AS NEEDED
- ② PAVER BRICK COLOR AND STYLE PER OWNER OR ARCHITECT
- ③ 1/2" LIMEROCK OR CRUSHED CONCRETE SCREENINGS FOR BEDDING
- ④ 4" THICK CONCRETE, 3000 PSI
- ⑤ SUBGRADE, 6" TYPE "B" STABILIZED, LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180.

SECTION B-B

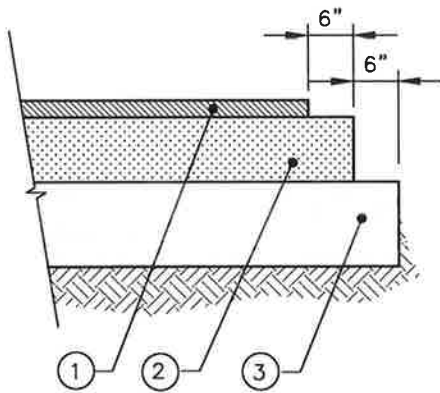
# PAVER PEDWAY AND PAVER DRIVEWAY DETAILS

REV.	

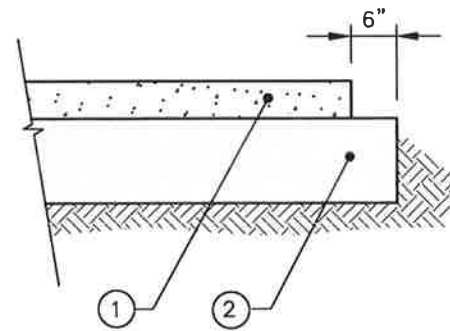
BREVARD COUNTY LAND DEVELOPMENT  
2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

**EXHIBIT - 19**

DATE:  
MAY-2008



- ① 2" OF SP-12.5 OR S-1 ASPHALT TESTED PER FDOT AND/OR BREVARD COUNTY STANDARDS LATEST EDITION
- ② 8" THICK LIMEROCK OR CEMENTED COQUINA BASE, MIN. LBR 100, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180
- ③ SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180



- ① CONCRETE PAVEMENT 6" THICK 28 DAY, 3000 PSI REINFORCED WITH FIBER MESH
- ② SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

NOTE: FOR ON-SITE COMMERCIAL PAVEMENT THE BASE AND SUBGRADE MAY BE REDUCED TO 6" THICK AND THE ASPHALT REDUCED TO A MINIMUM OF 1" OF SP-9.5 OR S-III

### ASPHALT DRIVEWAY PAVEMENT SECTION FOR COUNTY R/W

### COMMERCIAL ON-SITE AND COUNTY R/W DRIVEWAY CONCRETE PAVEMENT SECTION

#### NOTES:

1. CONCRETE PAVEMENT SHALL BE CONSTRUCTED OF 28 DAY, 3000 PSI, CLASS 1 CONCRETE.
2. CONTRACTION JOINTS SHALL BE 1/8 INCH WIDE AND SAW-CUT OR TOOLED.
3. CONSTRUCTION JOINTS ARE REQUIRED WHEN CONSTRUCTING ADJACENT FRESH CONCRETE POURS.
4. EXPANSION JOINTS ARE REQUIRED ALONG ALL OTHER ADJACENT PAVEMENTS, AT EACH SIDE OF STORM INLET STRUCTURES, AND AT ALL RADIUS POINTS.
5. EXPANSION JOINTS SHALL BE 1/2 INCH WIDE (WITH 1/2 INCH PREMOLDED JOINT MATERIAL) AND SHALL BE FULL DEPTH OF THE PAVEMENT.
6. JOINT MATERIAL SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 932, LATEST EDITION.
7. THE SUBGRADE SHALL BE COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180 AND SHALL EXTEND 6 INCHES (MINIMUM) BEYOND EDGE OF PAVEMENT.
8. DRIVEWAYS SHALL BE OF UNIFORM WIDTH FROM THE RIGHT OF WAY LINE TO THE EDGE OF PAVEMENT.
9. COMMERCIAL DRIVEWAYS SHALL HAVE A MINIMUM RADIUS AS FOLLOWS:
  - A. 35' STD. RADIUS
  - B. 50' MIN. RADIUS FOR LARGE TRUCKS (WB 40 AND WB 50)
10. CONSTRUCT DROP CURB AS PER FDOT INDEX 300 ACROSS COMMERCIAL DRIVEWAYS WHERE CURB AND GUTTER EXISTS.

## REQUIREMENTS FOR COMMERCIAL PARKING AND DRIVEWAYS

REV:	

BREVARD COUNTY LAND DEVELOPMENT  
2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

**EXHIBIT - 20**

DATE:  
MAY-2008

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS**  
**Attachment A**

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

**Clean Air Act -**

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act -**

- i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment:**

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**  
 Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.
11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
 (To be submitted with each bid or offer exceeding \$100,000)  
 The Consultant certifies, to the best of his or her knowledge, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. **Additional FEMA Requirements:**

A. **Access to Records:**

- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts:**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.



**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
<b>GROUP A - Price by square yard</b>			
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/F.D.O.T. SPECIFICATIONS square yard price to include concrete driveway apron 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 apron construction (Over 50 Square yard)		
3	12" Thick sidewalk per sq. yard to include Truncated Domes (Armor Tiles) per ADA (See Sketch Attached)(Price per Square Yard)		
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached) (Price per Square Yard)		
<b>GROUP B - price by the linear foot</b>			
<b>CONCRETE CURB - F.D.O.T. Standard Plans for Road Construction, current year</b>			
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	6"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)		
<b>SHOULDER GUTTER - F.D.O.T. Standard Plans for Road Construction, current year</b>			
21	3.5 Feet Wide (50 Linear Feet or Less)		
22	3.5 Feet Wide (Over 50 Linear Feet)		
<b>VALLEY GUTTER - F.D.O.T. Standard Plans for Road Construction, current year</b>			
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)		
<b>GROUP C (Pre-fab cannot be used)</b>			
<b>CURB INLET TOPS (New form and pour) F.D.O.T. Standard Plans for Road Construction, current year (Price to include frame &amp; grate or ring and covers)</b>			
27	Type I		
28	Type II		
29	Type III		
30	Type IV		
31	Type V		
32	Type VI		
<b>GROUP D - Miscellaneous</b>			
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
<b>Mitered and sections poured in field per F.D.O.T. Standard Plans for Road Construction, current yearless bars: (Price by Each, less pipe)</b>			
38	18" or equiv.		
39	24" or equiv.		
40	30" or equiv.		
41	36" or equiv.		
42	42" or equiv.		
43	48" or equiv.		
<b>GROUP E - Cost per cubic yard</b>			
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)		
<b>Group F - Removal of Concrete</b>			
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	Padway Subgrade 6" Thick compacted to minimum 98% density per AASHTO I-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 \_\_\_\_\_





**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**



## 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	<b>*BID UNDER EVALUATION*</b> <b>A detailed tabulation with recommended award to be released at a later date.</b>
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](http://www.myvendorlink.com) or DemandStar at [www.demandstar.com](http://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 \_\_\_\_\_

Bid Title: Paving Services & Asphaltic Concrete

Bid No: B-6-23-70

Opening Date & Time: August 17, 2023 10:00 AM

Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM

Posted By: James Norris

<b>BID TABULATION</b>						
<b>CONCRETE</b>		<b>ASPHALTIC BID # B-6-23-70</b>		<b>Contractor</b>		
<b>DESCRIPTION</b>		<b>UNIT</b>	<b>Goodson Paving</b>	<b>Prefered Materials, Inc</b>	<b>V.A. Paving</b>	
<b>SUPERPAVE</b>						
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 121.50	\$ 157.95	\$ 113.22	
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 138.00	\$ 216.05	\$ 139.17	
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00	\$ 263.10	\$ 215.00	
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 124.75	\$ 152.10	\$ 109.45	
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 140.00	\$ 210.15	\$ 135.17	
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00	\$ 259.75	\$ 215.00	
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 715.00	\$ 1,200.00	\$ 650.00	
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 550.00	\$ 1,446.00	\$ 605.00	
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 425.00	\$ 920.25	\$ 385.00	
HOT ASPHALT SP-9.5	FOB	TON	NO BID	\$ 102.05	\$ 87.00	
HOT ASPHALT SP-12.5	FOB	TON	NO BID	\$ 102.05	\$ 83.00	

FRICTION COURSE						
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 210.00	\$ 300.35	\$ 244.40	
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 161.00	\$ 192.90	\$ 137.22	
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 159.00	\$ 174.15	\$ 134.87	
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 615.00	\$ 1,445.00	\$ 635.00	
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 565.00	\$ 917.00	\$ 415.00	
HOT ASPHALT FC-12.5	FOB	TON	NO BID	\$ 124.00	\$ 110.00	
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.						
MISCELLANEOUS						
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	\$ 7.90	\$ 6.55	\$ 5.00	
	SY 2,501 - 5,000 SY	SY	\$ 3.60	\$ 4.45	\$ 3.00	
	SY 5,001 - 15,000 SY	SY	\$ 2.70	\$ 3.10	\$ 2.75	
	SY 15,001 + SY	SY	\$ 2.45	\$ 3.10	\$ 2.50	
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	\$ 20.00	\$ 19.20	\$ 10.00	
TACK	FOB	GAL	\$ 10.25	\$ 23.50	\$ 15.00	
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 0.85	\$ 2.00	\$ 1.00	
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 1.05	\$ 2.00	\$ 2.00	
ASHPALT MILLINGS	FOB	TON	NO BID	\$ 110.00	\$ 75.00	
NON-STANDARD HOURS WORK PER TON			\$ 18.00	\$ 16.50	\$ 10.00	





REVISED 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 16, 2022 THROUGH November 23, 2022 @ 5pm

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
<b>GROUP A FLATWORK</b>														
1	CONCRETE SIDEWALK CONSTRUCTION 2008 # 31 (1" w/ 1" face) price includes concrete slabs, forms, construction	50 SF or Less	\$200.00	\$200.00	\$87.00	\$82.00	\$143.43	\$95.41	\$82.00	\$79.00	\$172.88	\$134.00	\$43.00	\$38.00
2	CONCRETE SIDEWALK CONSTRUCTION 2008 # 31 (1" w/ 1" face) price includes concrete slabs, forms, construction	Over 50 SF	\$100.00	\$70.00	\$74.18	\$69.00	\$113.43	\$83.40	\$79.00	\$60.00	\$181.80	\$138.00	\$43.00	\$38.00
3	CONCRETE SIDEWALK CONSTRUCTION 2008 # 31 (1" w/ 1" face) price includes concrete slabs, forms, construction	50 SF or Less	\$1,400.00	\$1,340.00	\$275.00	\$260.00	\$298.00	\$143.43	\$250.00	\$230.00	\$318.88	\$244.00	\$74.00	\$66.00
4	CONCRETE SIDEWALK CONSTRUCTION 2008 # 31 (1" w/ 1" face) price includes concrete slabs, forms, construction	Over 50 SF	\$1,400.00	\$1,340.00	\$185.00	\$175.00	\$218.00	\$113.00	\$190.00	\$170.00	\$258.58	\$204.00	\$64.00	\$58.00
5	TRUSCATED DOMESTIC TIE BARS (Answer the Mail - Book Ref Use Attachment B)	SF	\$7.50	\$7.50	\$88.00	\$88.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
6	Rebar w/ 2" dia. washer (See Attachment C)	SF	\$30.00	\$30.00	\$124.00	\$124.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
<b>GROUP B CONCRETE CURB/GUTTER - FDOT Standard Plans for Road Construction, current year</b>														
7	Type A	200 LF or Less	\$75.00	\$75.00	\$29.00	\$29.00	\$20.07	\$20.04	\$20.00	\$19.00	\$49.50	\$49.50	\$25.00	\$25.00
8	Type B	Over 200 LF	\$80.00	\$75.00	\$24.00	\$21.00	\$23.00	\$15.04	\$15.00	\$15.00	\$66.50	\$62.00	\$30.00	\$28.00
9	Type B	200 LF or Less	\$80.00	\$75.00	\$24.00	\$21.00	\$23.00	\$15.00	\$15.00	\$15.00	\$66.50	\$62.00	\$30.00	\$28.00
10	Type B	Over 200 LF	\$80.00	\$75.00	\$29.00	\$19.00	\$29.22	\$17.53	\$15.00	\$15.00	\$66.00	\$62.00	\$30.00	\$28.00
11	Type C (w/curb)	200 LF or Less	\$97.00	\$75.00	\$24.00	\$24.00	\$29.89	\$20.86	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
12	Type C (w/curb)	Over 200 LF	\$98.00	\$75.00	\$29.00	\$21.00	\$29.78	\$15.48	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
13	Type E	200 LF or Less	\$80.00	\$75.00	\$29.00	\$29.00	\$25.11	\$23.41	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
14	Type E	Over 200 LF	\$80.00	\$75.00	\$29.00	\$29.00	\$41.70	\$25.00	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
15	Type F	200 LF or Less	\$80.00	\$75.00	\$31.00	\$31.00	\$43.43	\$28.98	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
16	Type F	Over 200 LF	\$80.00	\$75.00	\$21.00	\$21.00	\$26.14	\$17.71	\$15.00	\$15.00	\$70.00	\$74.00	\$30.00	\$28.00
17	Open Curb (2' Not used)	200 LF or Less	\$80.00	\$75.00	\$24.00	\$24.00	\$40.96	\$27.84	\$15.00	\$15.00	\$66.50	\$62.00	\$30.00	\$28.00
18	Open Curb (2' Not used)	Over 200 LF	\$80.00	\$75.00	\$33.00	\$33.00	\$34.86	\$28.88	\$15.00	\$15.00	\$66.50	\$62.00	\$30.00	\$28.00
19	4" x 6" Curb Placed On Existing Surface	200 LF or Less	\$80.00	\$75.00	\$42.00	\$37.00	\$17.00	\$18.80	\$15.00	\$15.00	\$44.00	\$44.00	\$24.00	\$24.00
20	4" x 6" Curb Placed On Existing Surface	Over 200 LF	\$80.00	\$75.00	\$32.00	\$28.00	\$18.00	\$18.00	\$15.00	\$15.00	\$44.00	\$44.00	\$24.00	\$24.00
21	Unconcreted Curb	200 LF or Less	\$80.00	\$75.00	\$33.00	\$33.00	\$36.00	\$36.00	\$15.00	\$15.00	\$44.00	\$44.00	\$24.00	\$24.00
22	Unconcreted Curb	Over 200 LF	\$80.00	\$75.00	\$33.00	\$33.00	\$36.00	\$36.00	\$15.00	\$15.00	\$44.00	\$44.00	\$24.00	\$24.00
<b>GROUP C CURB GUTTER - FDOT Standard Plans for Road Construction, current year</b>														
23	1.5' x 12" Wide	50 LF or Less	\$145.00	\$145.00	\$45.00	\$45.00	\$44.75	\$47.84	\$45.00	\$45.00	\$188.50	\$188.50	\$42.00	\$38.00
24	1.5' x 12" Wide	Over 50 LF	\$120.00	\$145.00	\$45.00	\$45.00	\$47.75	\$44.74	\$45.00	\$45.00	\$187.50	\$188.50	\$42.00	\$38.00
<b>GROUP D GUTTER - FDOT Standard Plans for Road Construction, current year</b>														
25	1.5' x 12" Wide	50 LF or Less	\$150.00	\$145.00	\$45.00	\$45.00	\$70.00	\$67.25	\$30.00	\$30.00	\$180.00	\$180.00	\$40.00	\$38.00
26	1.5' x 12" Wide	Over 50 LF	\$150.00	\$145.00	\$45.00	\$45.00	\$70.00	\$67.25	\$30.00	\$30.00	\$180.00	\$180.00	\$40.00	\$38.00
27	Type 1 Concrete Traffic Separator 4' Wide	30 LF or Less	\$150.00	\$145.00	\$45.00	\$45.00	\$70.00	\$67.25	\$30.00	\$30.00	\$180.00	\$180.00	\$40.00	\$38.00
28	Type 1 Concrete Traffic Separator 4' Wide	Over 30 LF	\$150.00	\$145.00	\$45.00	\$45.00	\$70.00	\$67.25	\$30.00	\$30.00	\$180.00	\$180.00	\$40.00	\$38.00
<b>GROUP E CURB GUTTER TOPS (New form and pour) FDOT Standard Plans for Road Construction, current year (price includes frame &amp; 4" dia. top and cover)</b>														
29	Type I	EA	\$5,000.00	\$5,000.00	\$3,455.00	\$3,880.00	No Bid	No Bid	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	No Bid	No Bid
30	Type II	EA	\$8,000.00	\$8,000.00	\$5,850.00	\$6,500.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
31	Type III	EA	\$8,000.00	\$8,000.00	\$4,800.00	\$5,100.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
32	Type IV	EA	\$8,000.00	\$8,000.00	\$4,800.00	\$5,100.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
33	Type V	EA	\$7,500.00	\$7,500.00	\$4,850.00	\$5,500.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
34	Type VI	EA	\$7,500.00	\$7,500.00	\$4,850.00	\$5,500.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
<b>GROUP F MISCELLANEOUS</b>														
35	Wedge Driver 2" x 1/8"	50 LF or Less	\$200.00	\$200.00	\$30.00	\$30.00	\$80.87	\$49.35	\$50.00	\$50.00	\$100.00	\$100.00	\$30.00	\$28.00
36	Wedge Driver 2" x 1/8"	Over 50 LF	\$200.00	\$200.00	\$24.00	\$24.00	\$50.00	\$27.07	\$47.00	\$47.00	\$90.00	\$90.00	\$28.00	\$26.00
37	Steel Curb & Gutter (4' minimum per foot)	per LF	\$200.00	\$200.00	No Bid	\$20.00	\$100.00	No Bid	\$100.00	No Bid	\$200.00	No Bid	\$150.00	No Bid
38	Concrete Grading	50 SF or Less	\$300.00	N/A	No Bid	N/A	No Bid	N/A	\$300.00	N/A	\$300.00	N/A	\$300.00	N/A
39	Concrete Grading	Over 50 SF	\$300.00	N/A	No Bid	N/A	No Bid	N/A	\$300.00	N/A	\$300.00	N/A	\$300.00	N/A
40	Reinforcement of Paved (Answer the Mail) w/ 1" dia	CF	\$150.00	\$145.00	\$22.00	\$18.00	No Bid	No Bid	\$20.00	N/A	\$55.00	\$55.00	No Bid	No Bid
41	Reinforcement from Block (Answer the Mail)	CF	\$1,800.00	\$1,700.00	\$270.00	\$240.00	\$471.88	\$298.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$200.00	No Bid
<b>GROUP G MISCELLANEOUS BIDDING (Answer the Mail) per FDOT Standard Plans for Road Construction, current year</b>														
42	18" x 18" x 8"	EA	\$1,300.00	\$1,250.00	\$1,200.00	\$1,200.00	No Bid	No Bid	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
43	18" x 18" x 8"	EA	\$1,500.00	\$1,450.00	\$1,400.00	\$1,400.00	No Bid	No Bid	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
44	18" x 18" x 8"	EA	\$3,500.00	\$3,400.00	\$1,800.00	\$1,800.00	No Bid	No Bid	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
45	18" x 18" x 8"	EA	\$2,500.00	\$2,400.00	\$2,500.00	\$1,700.00	No Bid	No Bid	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
46	18" x 18" x 8"	EA	\$4,000.00	\$3,900.00	\$3,400.00	\$2,500.00	No Bid	No Bid	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
47	18" x 18" x 8"	EA	\$4,000.00	\$3,900.00	\$3,900.00	\$2,500.00	No Bid	No Bid	\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00	\$1,400.00	\$1,400.00
<b>GROUP H PAVED/PAVEMENT STRUCTURES</b>														
48	Class II - Paved/PAVEMENT STRUCTURES (3' x 3' per with steel) FDOT Section 347 and Standard Plans for Road Construction, current year	CV	\$1,850.00	\$1,800.00	\$1,800.00	\$1,810.00	No Bid	No Bid	\$4,000.00	\$3,800.00	\$2,200.00	\$2,200.00	\$800.00	\$150.00
49	Class IV - Paved/PAVEMENT STRUCTURES (5' x 5' per with steel) FDOT Section 347 and Standard Plans for Road Construction, current year	CV	\$2,000.00	\$1,950.00	\$1,950.00	\$1,775.00	No Bid	No Bid	\$5,000.00	\$4,800.00	\$2,800.00	\$2,800.00	\$1,000.00	\$250.00
<b>GROUP I REMOVAL OF CONCRETE</b>														
50	Remove Existing 12" Concrete Sidewalk/curb w/ 1" rebar	YF	\$80.00	N/A	\$30.00	N/A	\$27.00	N/A	\$25.00	N/A	\$35.00	N/A	\$44.00	N/A
51	Remove Existing 12" Concrete Sidewalk/curb w/ 1" rebar	YF	\$100.00	N/A	\$30.00	N/A	\$27.00	N/A	\$25.00	N/A	\$35.00	N/A	\$44.00	N/A
52	Remove Existing 6" Concrete Curb	YF	\$40.00	N/A	\$14.00	N/A	\$17.00	N/A	\$15.00	N/A	\$20.00	N/A	\$28.00	N/A
53	Remove Existing 6" Concrete Curb w/ 1" rebar	YF	\$70.00	N/A	\$24.00	N/A	\$23.00	N/A	\$21.00	N/A	\$28.00	N/A	\$37.00	N/A
54	Remove Existing 6" Concrete Curb w/ 1" rebar	YF	\$80.00	N/A	\$30.00	N/A	\$27.00	N/A	\$25.00	N/A	\$35.00	N/A	\$44.00	N/A
55	Remove Existing 6" Concrete Curb w/ 1" rebar	YF	\$80.00	N/A	\$30.00	N/A	\$27.00	N/A	\$25.00	N/A	\$35.00	N/A	\$44.00	N/A

STATEMENT OF NO BID: Elite Construction, Ocala FL

NOTE 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 Brevard to be utilized per job based with the above tabulation.

Approved



BID TABULATION SHEET: AWARD RECOMMENDATION

Bid Title: Concrete Services  
 Bid No: B-8-23-09  
 OPENING DATE & TIME: November 3, 2022 @ 1:00pm

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
<b>GROUP A FLATWORK</b>														
1	CONCRETE BIDDING & CONSTRUCTION 3000 P.B. (1" with Fiber) price includes concrete delivery agency contribution	50 SF of Area	\$200.00	\$750.00	\$87.00	\$477.00	\$78.00	\$72.00	\$80.00	\$70.00	\$179.80	\$134.80	\$63.00	\$64.00
2	CONCRETE BIDDING & CONSTRUCTION 3000 P.B. (1" with Fiber) price includes concrete delivery agency contribution	Over 100 SF	\$200.00	\$750.00	\$64.10	\$60.00	\$80.00	\$60.00	\$70.00	\$60.00	\$161.60	\$116.60	\$51.00	\$54.00
3	CONCRETE BIDDING & CONSTRUCTION 3000 P.B. (1" with Fiber) price includes concrete delivery agency contribution	50 SF of Area	\$1,400.00	\$1,380.00	\$225.00	\$700.00	\$207.00	\$143.69	\$290.00	\$250.00	\$300.50	\$294.00	\$130.00	\$120.00
4	CONCRETE BIDDING & CONSTRUCTION 3000 P.B. (1" with Fiber) price includes concrete delivery agency contribution	Over 100 SF	\$1,400.00	\$1,380.00	\$195.00	\$178.00	\$190.00	\$130.00	\$240.00	\$200.00	\$223.89	\$206.00	\$120.00	\$120.00
5	REINFORCED DOMESTIC STABLE WARNING (Inner File Mat., Black Red) (See Attachment C)	SF	\$720.00	\$745.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	N/A	\$23.95	\$28.00	\$725.00	\$700.00
6	Reinforced F-Block (See Attachment C)	SF	\$400.00	\$340.00	\$124.50	\$124.50	\$400.00	\$311.45	\$160.00	\$105.00	\$442.99	\$440.99	\$160.00	\$160.00
<b>GROUP B CONCRETE CURB/GUTTER - FDOT Standard Plans for Road Construction, current year</b>														
7	Type A	200 LF of Area	\$80.00	\$75.00	\$29.00	\$29.00	\$30.00	\$29.04	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
8	Type B	Over 200 LF	\$80.00	\$75.00	\$24.00	\$21.00	\$23.95	\$18.04	\$35.00	\$30.00	\$69.95	\$64.95	\$35.00	\$33.00
9	Type C	Over 200 LF	\$80.00	\$75.00	\$22.00	\$20.00	\$23.95	\$23.95	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
10	Type D	Over 200 LF	\$80.00	\$75.00	\$20.00	\$18.00	\$23.95	\$17.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
11	Type E	Over 200 LF	\$80.00	\$75.00	\$17.00	\$15.00	\$23.95	\$15.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
12	Type F	Over 200 LF	\$80.00	\$75.00	\$15.00	\$13.00	\$23.95	\$13.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
13	Type G	Over 200 LF	\$80.00	\$75.00	\$13.00	\$11.00	\$23.95	\$11.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
14	Type H	Over 200 LF	\$80.00	\$75.00	\$11.00	\$9.00	\$23.95	\$9.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
15	Type I	Over 200 LF	\$80.00	\$75.00	\$9.00	\$7.00	\$23.95	\$7.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
16	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$8.00	\$6.00	\$23.95	\$6.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
17	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$7.00	\$5.00	\$23.95	\$5.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
18	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$6.00	\$4.00	\$23.95	\$4.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
19	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$5.00	\$3.00	\$23.95	\$3.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
20	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$4.00	\$2.00	\$23.95	\$2.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
21	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$3.00	\$1.00	\$23.95	\$1.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
22	Over 200 LF (2 feet wide)	Over 200 LF	\$80.00	\$75.00	\$2.00	\$0.00	\$23.95	\$0.00	\$30.00	\$45.00	\$69.95	\$64.95	\$35.00	\$33.00
<b>GROUP C CONCRETE CURB/GUTTER - FDOT Standard Plans for Road Construction, current year</b>														
23	3.5 Feet Wide	50 LF of Area	\$150.00	\$145.00	\$45.00	\$49.00	\$44.10	\$47.84	\$50.00	\$45.00	\$126.55	\$120.55	\$40.00	\$38.00
24	Over 50 LF	Over 50 LF	\$150.00	\$145.00	\$40.00	\$40.00	\$44.10	\$44.24	\$42.00	\$35.00	\$120.55	\$106.55	\$30.00	\$28.00
25	3.5 Feet Wide	50 LF of Area	\$150.00	\$145.00	\$45.00	\$49.00	\$44.10	\$47.84	\$50.00	\$45.00	\$126.55	\$120.55	\$40.00	\$38.00
26	Over 50 LF	Over 50 LF	\$150.00	\$145.00	\$40.00	\$40.00	\$44.10	\$44.24	\$42.00	\$35.00	\$120.55	\$106.55	\$30.00	\$28.00
27	Type I Concrete Traffic Separator 4" Wide	50 LF of Area	\$150.00	\$145.00	\$45.00	\$49.00	\$44.10	\$47.84	\$50.00	\$45.00	\$126.55	\$120.55	\$40.00	\$38.00
28	Over 50 LF	Over 50 LF	\$150.00	\$145.00	\$40.00	\$40.00	\$44.10	\$44.24	\$42.00	\$35.00	\$120.55	\$106.55	\$30.00	\$28.00
<b>GROUP D CURB BAY TOPS (New from end pour) FDOT Standard Plans for Road Construction, current year (price includes frame &amp; grate in dug and sewers)</b>														
29	Type I	EA	\$6,000.00	\$5,900.00	\$3,400.00	\$7,200.00	No Bid	No Bid	\$8,000.00	\$7,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
30	Type II	EA	\$6,000.00	\$5,900.00	\$3,400.00	\$7,200.00	No Bid	No Bid	\$8,000.00	\$7,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
31	Type III	EA	\$6,000.00	\$5,900.00	\$3,400.00	\$7,200.00	No Bid	No Bid	\$8,000.00	\$7,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
32	Type IV	EA	\$6,000.00	\$5,900.00	\$3,400.00	\$7,200.00	No Bid	No Bid	\$8,000.00	\$7,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
33	Type V	EA	\$6,000.00	\$5,900.00	\$3,400.00	\$7,200.00	No Bid	No Bid	\$8,000.00	\$7,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
34	Type VI	EA	\$7,200.00	\$7,200.00	\$4,400.00	\$4,400.00	No Bid	No Bid	\$12,000.00	\$11,500.00	\$10,640.00	\$9,140.00	No Bid	No Bid
<b>GROUP E MISCELLANEOUS</b>														
35	Valley Outer 7 1/2" Thick	50 LF of Area	\$200.00	\$245.00	\$58.00	\$54.00	\$60.87	\$47.35	\$45.00	\$60.00	\$186.00	\$183.00	\$81.00	\$78.00
36	Valley Outer 7 1/2" Thick	Over 100 SF	\$200.00	\$245.00	\$54.00	\$50.00	\$57.87	\$47.35	\$42.00	\$33.00	\$186.00	\$183.00	\$78.00	\$74.00
37	Reel Cutting & Disposal (no permits fee) per 10 LF		\$200.00	N/A	No Bid	N/A	\$350.00	N/A	\$350.00	N/A	\$350.00	N/A	\$350.00	N/A
38	Concrete Chipping	50 SF of Area	\$200.00	N/A	No Bid	N/A	No Bid	N/A	\$100.00	N/A	\$30.00	N/A	\$200.00	N/A
39	Concrete Chipping	Over 50 SF	\$200.00	N/A	No Bid	N/A	No Bid	N/A	\$100.00	N/A	\$30.00	N/A	\$200.00	N/A
40	Installation of Pavers (pavers to be supplied by others)	SF	\$150.00	\$145.00	\$15.00	\$15.00	No Bid	No Bid	\$70.00	N/A	\$5.00	\$5.00	No Bid	No Bid
41	Preplaced Aggregate Concrete (ready to place)	CF	\$1,800.00	\$1,750.00	\$125.00	\$125.00	\$471.00	\$200.00	\$1,800.00	\$3,200.00	\$498.00	\$298.00	\$300.00	No Bid
<b>GROUP F MISCELLANEOUS</b>														
42	18" or more	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,000.00	No Bid	No Bid	\$1,000.00	\$2,200.00	\$3,840.00	\$3,440.00	\$900.00	\$900.00
43	24" or more	EA	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	No Bid	No Bid	\$1,000.00	\$2,200.00	\$4,480.00	\$4,040.00	\$1,000.00	\$1,000.00
44	30" or more	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	No Bid	No Bid	\$2,000.00	\$4,480.00	\$5,480.00	\$5,040.00	\$1,000.00	\$1,000.00
45	36" or more	EA	\$3,000.00	\$3,000.00	\$2,000.00	\$1,000.00	No Bid	No Bid	\$3,000.00	\$6,480.00	\$8,480.00	\$8,040.00	\$1,000.00	\$1,000.00
46	42" or more	EA	\$4,000.00	\$3,000.00	\$2,000.00	\$2,000.00	No Bid	No Bid	\$3,000.00	\$6,480.00	\$8,480.00	\$8,040.00	\$1,000.00	\$1,000.00
47	48" or more	EA	\$4,000.00	\$3,000.00	\$2,000.00	\$2,000.00	No Bid	No Bid	\$3,000.00	\$6,480.00	\$8,480.00	\$8,040.00	\$1,000.00	\$1,000.00
<b>GROUP G Poured-in-Place Structures</b>														
48	Class I - Poured-in-place structure (3,400 sq ft with steel) FDOT Section 347 and Standard Plans for Road Construction, current year	CF	\$1,600.00	\$1,600.00	\$1,640.00	\$1,610.00	No Bid	No Bid	\$5,000.00	\$2,800.00	\$3,200.00	\$3,200.00	\$600.00	\$450.00
49	Class IV - Poured-in-place structure (3,000 sq ft with steel) FDOT Section 347 and Standard Plans for Road Construction, current year	CF	\$2,000.00	\$1,840.00	\$1,675.00	\$1,775.00	No Bid	No Bid	\$5,000.00	4000	\$3,000.00	\$2,780.00	\$600.00	\$450.00
<b>GROUP H Removal of Concrete</b>														
50	Remove Existing 12" Concrete Sidewalk/Driveway, under 7' materials	SF	\$50.00	N/A	\$18.00	N/A	\$28.00	N/A	\$21.00	N/A	\$28.00	N/A	\$44.00	N/A
51	Remove Existing 12" Concrete Sidewalk/Driveway, 8' Materials	SF	\$100.00	N/A	\$20.00	N/A	\$28.00	N/A	\$21.00	N/A	\$28.00	N/A	\$44.00	N/A
52	Remove Existing Valley Outer	SF	\$60.00	N/A	\$4.00	N/A	\$28.00	N/A	\$21.00	N/A	\$28.00	N/A	\$44.00	N/A
53	Remove Existing Curb, under 7.5' material	LF	\$70.00	N/A	\$40.00	N/A	\$9.00	N/A	\$21.00	N/A	\$4.00	N/A	\$37.00	N/A
54	Pushed Subgrade 6" (not compacted) to maximum 90% density per ASTM D 1557	SF	\$60.00	N/A	\$10.00	N/A	\$30.00	N/A	\$20.00	N/A	\$18.00	N/A	\$25.00	N/A
55	Final grading for soil	SF	\$60.00	N/A	\$10.00	N/A	\$30.00	N/A	\$20.00	N/A	\$18.00	N/A	\$25.00	N/A
57	Name of Intended Ready-Mix Concrete Supplier:				Macthoney / Cemex		Cemex / Main Materials / Preferred Materials / Macthoney	Cemex		Macthoney / Cemex		Preferred Materials		Macthoney

STATEMENT OF NO BID: Ellie 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 Brevard to be utilized per job based with the above tabulation.

Approval: \_\_\_\_\_

## Contract Information

**Contract Number:** 9872  
**Contract Title:** B-8-23-09 CONCRETE SERVICES  
**Contract Effective Date:** 11/28/22  
**Contract Expiration Date:** 11/27/24

## Vendor Information

Vendor #	Vendor Name	Address
012076	GOODSON PAVING INC	PO BOX 236067 COCOA, FL
012080	SPIVEYS CONCRETE OF BREVARD INC	5875 INDUSTRIAL DR COCOA, FL
017290	LAWSON MASONRY & CONST CO INC	1190 QUEEN ST TITUSVILLE, FL
017873	GARCIA CIVIL CONTRACTORS LLC	3361 ROUSE ROAD SUITE 240 ORLANDO, FL
018206	PSG CONCRETE & EXCAVATION LLC	2101 STRATFORD DRIVE DELAND, FL
018207	MATTHEW FLOETER	4250 ALAFAYA TRAIL SUITE 201 OVIEDO, FL

Close



## Town Commission Meeting

**Section:** Unfinished Business

**Meeting Date:** July 17, 2024

**From:** Town Manager, Elizabeth Mascaro

**Re:** Discussion Regarding Failed Ordinance 2024-03 "Camping Prohibited"

### **Background Information:**

During the June 19, 2024 Regular Town Commission Meeting Ordinance 2024-03 Camping Prohibited failed due to a lack of motion.

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:**

Discuss options to prohibit camping.

### **Attachments:**

Failed Ordinance 2024-03

**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

## Regular Town Commission Meeting Agenda

**Section:** New Business  
**Meeting Date:** July 17, 2024  
**Subject:** Interlocal Agreement – Stormwater Utility Assessment Roll  
**Submitted By:** Jennifer Kerr, Finance Manager

### Background Information

Brevard County Board of County Commissioners has provided an updated Interlocal Agreement for the Stormwater Utility Assessment Roll. The Interlocal Agreement allows the County to include the Town's stormwater assessment billing amounts with its data that is transmitted to the Property Appraiser's office. The County has increased its cost from \$1.00 to \$1.40 per billed property for administrative services provided by the County. The current Interlocal Agreement was last updated on May 4, 2010.

### Recommendation:

Approve the updated Interlocal Agreement for the Stormwater Utility Assessment Roll

### Attachments:

Interlocal Agreement for the Stormwater Utility Assessment Roll

**Interlocal Agreement**  
**Stormwater Utility Assessment Roll**

**This Interlocal Agreement**, entered into on the date of the last signature below this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political Subdivision of the State of Florida, hereinafter referred to as the "County", and THE TOWN OF MELBOURNE BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Municipality/Town".

**WITNESSETH:**

WHEREAS, the Municipality has adopted the uniform method for the levy, collection, and enforcement of the Municipalities annual Stormwater Utility Assessment under Section 197.3632, Florida Statutes, and the Municipality's Code of Ordinance.

WHEREAS, the TownMunicipality has requested the County (through the County's Information Technology Department) to provide the TownMunicipality the necessary information to enable the TownMunicipality to prepare the Town'sMunicipality's annual Stormwater Utility Assessment Roll; and

WHEREAS, the County is willing to assist the TownMunicipality in providing the requested information; and

WHEREAS, the parties agree that the County will include the Town'sMunicipality's Stormwater Utility Assessment Roll along with the County's annual Stormwater Utility Assessment Roll when that is provided to the Property Appraiser's Office.

**NOW, THEREFORE**, in consideration of the premises and the covenants herein contained, it is mutually agreed between the parties as follows:

**SECTION 1. RECITALS AND STATUTORY AUTHORITY**

The above recitals are true and correct and are incorporated into this agreement. This agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. The parties are authorized to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them.

**SECTION 2. SERVICES**

1. The County board of County Commissioners, through its Information Technology Department, will include the Town'sMunicipality's stormwater assessment billing amounts with its data that is transmitted to the Property Appraiser's office.
2. All calculation formulas and billing classifications are detailed in Exhibit 1A attached, as may be amended.
3. If a Municipality intends to enact a stormwater ERU fee increase for the upcoming fiscal year or change the process of providing the electronic roll to the Property Appraiser, the Municipality shall notify the County of its intent by March 31. The Municipality shall be responsible for all public notices required pursuant to Florida Statute.

- 3.4. A listing of the ~~Town's~~Municipality's stormwater assessments in account order (SAM), called "~~SAM Town Stormwater Assessment Roll,~~" will be provided to the ~~town~~Municipality by July 1 of each year.
- 4.5. A listing of use codes and description by bill class called "SAM Use Code List" will be provided to the ~~town~~Municipality by July 1 of each year.
- 5.6. The Property Appraiser ~~implements land use codes established by the State of Florida Department of Revenue. Use codes~~, may be added, deleted, or combined ~~use codes~~ from time to time as necessary. Any future changes in use codes made within the Property Appraiser's database will be incorporated into these tables, as deemed essential by the ~~County Manager or his designee~~.
- 6.7. ~~If the Municipality enacts a stormwater ERU fee increase for the upcoming fiscal year, such clerk memorandum memorializing the enacted fee increase shall be provided to the County by August 30. The Town agrees to provide the billing rate for the given year's assessment 90 days prior to requesting the County to provide them with the tax roll report.~~
- 7.8. ~~The non-ad valorem stormwater assessment fee is reliant upon current land use code listing. The Municipality must follow the County's stormwater assessment methodology pursuant to Exhibit 1. No changes to data other than the above referenced procedures will be permitted. The data is defined by the Property Appraiser and the County's Stormwater billing department. Any inconsistencies in property data must be resolved through the Property Appraiser's office.~~
- 8.9. ~~The County will notify the Municipality if Exhibit 1 is amended within 60 days of the date of amendment. County's Information Technology Department will notify the Town if the above referenced calculations, Exhibit A, change in order that the Town can either change to match the Board's changes, or choose to not use the County's services, at least 90 days prior to time to certify the tax roll.~~
9. ~~The County agrees to provide the above referenced tax roll reports within two (2) weeks of the request received from the Town. In order to make the request, the Town must call the County's Information Technology Department. The report will be provided as an attachment to an email, unless other arrangements are agreed to in writing by both parties. The Town agrees to provide a valid email address, with the request for the report.~~
10. Both Parties recognize that the Property Appraiser may make changes to the property data between the time the ~~SAM Assessment Roll is provided, tax roll reports are created~~ and the final tax bills are created, which will ~~likely~~ create differences. ~~If the Municipality desires a variance report and/or details, the Municipality shall contact the Property Appraiser's Office.~~
11. ~~The Municipality shall provide a certified copy of their adopted stormwater assessment resolution as well as their Certificate to Non-Ad Valorem Assessment Roll (Form DR-408A, as may be amended) to the Tax Collector's Office, Property Appraiser's Office, and the County by August 30 of each year. Failure by the Municipality to provide such resolution and certification to the County by August 30 shall result in the County's inability to include the Municipality's stormwater assessment billing data in the year's SAM - Tax bill file transmitted to the Property Appraiser's Office.~~
- 10.12. ~~Per F.S. 197.3632(5)(a), the County will provide certification of the non-ad valorem assessment rolls on compatible electronic medium to the Tax Collector on or before September 15.~~

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### SECTION 3. ADMINISTRATIVE COSTS

The ~~Town~~ Municipality will pay the ~~County's Information Technology Department~~County an annual amount of ~~\$1.00~~\$1.40 per billed property for administrative services provided by the County. ~~The per billed property rate will be adjusted in January of each year based on the annual change in Consumer Price Index for All Urban Consumers (CPI-U).~~ Invoicing for the County's services will be on a yearly basis. As used in this ~~Interlocal~~ Agreement, the term "administrative costs" shall refer to costs incurred for the services outlined in this Interlocal Agreement.

The Municipality will pay direct labor and related costs incurred by the County for special services pre-approved in scope and budget by the Municipality. These services shall include but are not limited to the coordination and documentation required for the Municipality's potential future Stormwater Fee increases. Costs for these services shall be charged an hourly rate, to be submitted to and approved by the Municipality, and shall also include associated costs of supplies and expenses, and capital equipment. The County will maintain appropriate records in a format acceptable to the Municipality to support these charges. In the event of a disagreement by the ~~Town~~Municipality and County, the ~~Town~~Municipality Manager and the ~~County's Information Technology Director~~County Manager shall meet and resolve the disagreement.

#### **SECTION 4. REMITTANCE OF ADMINISTRATIVE COSTS**

Administrative costs will be billed yearly and shall be processed for payment within thirty (30) days of receipt of invoice, except as otherwise provided in Section 3.

#### **SECTION 5. REPRESENTATIONS OF THE ~~TOWN~~ MUNICIPALITY**

The ~~Town~~ Municipality makes the following representations to the County:

- a) The ~~Town~~Municipality is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b) The ~~Town~~Municipality has the power, authority and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the ~~Town~~Municipality (i) has been duly authorized by the Town Council of Melbourne Beach; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the ~~Town~~Municipality, except as otherwise provided herein.
- c) The ~~town~~Municipality ~~is responsible for ensuring that the Town~~ has complied with all applicable ~~regulations, Florida s~~Statutes, ~~local laws~~, or other laws ~~and regulations~~, which affect the collection of non-ad valorem ~~assessments taxes using the uniform method of collecting such assessment~~ on the tax bill. None of the terms or conditions contained within this ~~agreement~~Interlocal Agreement shall be interpreted or construed to create any duty by the County owed to the ~~Town~~Municipality to assure compliance with such regulations.

#### **SECTION 6. REPRESENTATION OF THE COUNTY**

The County makes the following representations to the Town of Melbourne Beach:

- a) The County is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.

- b) The County has the power, authority and legal right to enter into this Interlocal Agreement and provide the services requested by the [TownMunicipality](#). The execution, delivery and performance hereof by the County (i) has been duly authorized by the Board of County Commissioners of Brevard County; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon the assets of the County, except as otherwise provided herein.

#### **SECTION 7. RECORDS REVIEW**

It is hereby specifically agreed that any record, document, computerized information and program audio or video tape, photograph, or other writing relating to this [Interlocal](#) Agreement shall be deemed to be a "Public Record," whether in the possession or control of one of its consultants, as defined in Section 119.011, Florida Statutes. Said record, document computerized information and program, audio or videotape, photograph, or other writing shall be subject to the provisions of Chapter 119, Florida Statutes. Upon request by the [TownMunicipality](#) and without posing an exemption to the [Town'sMunicipality's](#) rights set forth in Section 119.07(1) , Florida Statutes, the County shall permit inspection of the foregoing public records by the [TownMunicipality](#) and the [TownMunicipality](#) may obtain copies of said public records. All books, cards, registers, receipts, documents and other papers in connection with this [Interlocal](#) Agreement shall at any and all reasonable times during the normal working hours of the County be open and freely exhibited by the County for the purpose of examination and/or audit by the [TownMunicipality](#).

#### **SECTION 8. SEVERABILITY**

If any part of this Interlocal Agreement is found invalid, unconstitutional or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This [Interlocal a](#)Agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

#### **SECTION 9. ENTIRETY**

This Interlocal Agreement, including exhibits, if any, represents the understanding and agreement of the parties in its entirety as to the preparation of the information for the Property Appraiser. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties and filed with the Brevard County Clerk of the Circuit Court. The parties recognize there may be other interlocal agreements between them relating to other services and issues.

#### **SECTION 10. Effective Date**

Upon execution of this [Interlocal](#) Agreement by both parties, the County will record the fully executed original of this [Interlocal](#) Agreement with the Clerk of the Court, supplying the [TownMunicipality](#) with a recorded copy of the fully executed [Interlocal](#) Agreement.

#### **SECTION 11. Termination**

This [Interlocal](#) Agreement shall terminate on the earlier of any of the following:

- a) The consent of all parties hereto to terminate this [Interlocal](#) Agreement. Either the [TownMunicipality](#) or County may serve written notice to the other party to terminate the ~~contract~~[Interlocal Agreement](#) upon not less than one hundred twenty (120) days' notice. Should



~~termination~~ of the Interlocal agreement occur within less than one hundred and twenty (120) days' notice, the ~~Town~~Municipality shall be responsible for all outstanding costs as permitted by this Interlocal agreement; or

- b) A change in Florida Law which renders this Interlocal Agreement void.

**SECTION 12. LIABILITIES**

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as a waiver of Sovereign Immunity by either party.

**SECTION 13. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial**

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement. Venue shall be in Brevard County. In the event of any legal action to enforce the terms of this Interlocal Agreement, each party shall bear his own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

**IN WITNESS THEREOF**, the parties have hereunto set their hands and seals effective on the date of the last signature. ~~-and year aforementioned.~~

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Scott EllisRachel M. Sadoff, Clerk

\_\_\_\_\_  
Jason SteeleRobin Fisher, Vice Chairman  
( as approved by the Board on \_\_\_\_\_ )

ATTEST:

**TOWN OF MELBOURNE BEACH**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Elizabeth Mascaro, Town Manager  
( As approved by the Town Council on \_\_\_\_\_ )

**Reviewed for Legal form and content:**

\_\_\_\_\_  
Brevard-Assistant County BOCC Attorney

\_\_\_\_\_  
Town Attorney

## Regular Town Commission Meeting Agenda

**Section:** New Business

**Meeting Date:** July 17, 2024

**Subject:** Resolution 2024-03 – Stormwater Utility Assessment Roll Certification

**Submitted By:** Jennifer Kerr, Finance Manager

### Background Information

Resolution 2024-03 adopts the rate for the Stormwater Utility Assessment Roll.

### Recommendation:

Consideration of Resolution 2024-03

### Attachments:

Proposed Resolution 2024-03

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH OF BREVARD COUNTY, FLORIDA, CERTIFYING THE ANNUAL STORMWATER UTILITY ASSESSMENT ROLL FOR THE TOWN OF MELBOURNE BEACH STORMWATER UTILITY BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, an annual Stormwater Utility Assessment Roll has been prepared; and

**WHEREAS**, the Town Commission of the Town of Melbourne Beach, Florida, is satisfied that the annual Stormwater Utility Special Assessment Roll has been prepared in conformity with the Schedule of Stormwater Utility Special Assessments adopted by the Town Commission on August 16, 2000 (Resolution No. 659, attached hereto as **Exhibit “A”**); and

**WHEREAS**, a copy of such annual Stormwater Utility Assessment Roll will be forwarded to the Brevard County Tax Collector for collection in the same manner as *ad valorem* taxes are collected.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Melbourne Beach of Brevard County, Florida, as follows:

Section 1. The Town Commission of the Town of Melbourne Beach hereby certifies, ratifies, and confirms that the annual Stormwater Utility Special Assessment Roll for the fiscal year beginning October 1, 2024, is in conformity with the Schedule of Stormwater Utility Special Assessments adopted by the Town of Melbourne Beach on August 16, 2000 (Resolution No. 659).

Section 2. The Town Commission of the Town of Melbourne Beach hereby certifies, ratifies, and confirms the annual Stormwater Utility Special Assessment Roll as sent to the Brevard County Tax Collector. The Tax Collector will collect such special assessments in the same manner as *ad valorem* taxes are collected.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its Town Commission meeting this 17<sup>th</sup> day of July, 2024.

Time Adopted: \_\_\_\_\_ p.m.

ATTEST:

TOWN OF MELBOURNE BEACH

\_\_\_\_\_  
Amber Brown  
Town Clerk  
(TOWN SEAL)

By: \_\_\_\_\_  
Alison Dennington, Mayor

RESOLUTION NO. 659

A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, IMPOSING AN ANNUAL STORMWATER UTILITY ASSESSMENT BEGINNING WITH THE FISCAL YEAR BEGINNING OCTOBER 1, 2000, AGAINST ALL REAL PROPERTY WITHIN THE TOWN LIMITS OF MELBOURNE BEACH, FLORIDA, UNLESS OTHERWISE EXEMPT; PROVIDING FOR CLASSIFICATIONS OF PROPERTY; PROVIDING FOR RATES APPLICABLE TO PROPERTIES; PROVIDING CONFIRMATION, CERTIFICATION, AND RATIFICATION OF THE ANNUAL STORMWATER UTILITY ASSESSMENT ROLL; PROVIDING RESOLUTION AUTHORITY AND FOR TRANSMITTAL TO THE BREVARD COUNTY TAX COLLECTOR; PROVIDING FOR BILLING; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 27 of the Code of Ordinances, Town of Melbourne Beach, Florida, the Town Commission is authorized to adopt a rate resolution for the purposes of imposing a stormwater utility fee or assessment upon the owners of all real property located within the Town; and

WHEREAS, Section 197.3632, Florida Statutes, and Chapter 27 of the Code of Ordinances, Town of Melbourne Beach, provides that on or before the fifteenth day of September, the Town Commission of Melbourne Beach shall hold a public hearing to adopt a rate resolution for the purpose of imposing said schedule of annual stormwater utility fees or assessments, after proper notice and publication; and

WHEREAS, said adopted schedule of rates, as embodied in this Resolution, shall stay in effect until such time as a change in the Stormwater Utility Fee or Assessment is proposed to be amended; and

WHEREAS, on August 16, 2000, the Town Commission held a public hearing to adopt a budget for the operation and maintenance of the Town's stormwater management program for the ensuing fiscal year, and this rate resolution adopted by the Town Commission, provides sufficient revenues to fund the budget adopted for the operation and maintenance of the Town's stormwater management program; and

WHEREAS, this Resolution provides a Schedule of Rates and Classifications specifying the amount and calculation of the annual stormwater utility fee or assessment imposed within the Town for the fiscal year beginning October 1, 2000; and

WHEREAS, the Town Commission is satisfied that the annual Stormwater Utility Assessment Roll has been prepared in conformity with the Schedule of Rates and Classifications.

BE IT RESOLVED BY THE TOWN OF MELBOURNE BEACH, FLORIDA, that:

SECTION 1. The Town Commission of Melbourne Beach, Florida, does hereby adopt the Schedule of Rates and Classifications set forth for all real property located within the Town of Melbourne Beach, unless otherwise exempt pursuant to Section 27-11, Melbourne Beach Town Code:

SCHEDULE OF RATES AND CLASSIFICATIONS FOR ANNUAL STORMWATER UTILITY ASSESSMENT FOR TOWN FISCAL YEARS WITH FISCAL YEAR BEGINNING OCTOBER 1, 2000. (See Tables for land use categories)

(a) BILLING CLASSIFICATIONS. The following are the classifications of real property to be utilized in determining which billing rate is applicable pursuant to Section 1.(b) below. The classifications are drawn from the Brevard County Property Appraiser's Database Use Codes, as amended from time to time, the current copy of which is attached as Exhibit "A" and incorporated herein by this reference.

A- Agricultural: Any property without structures which is used for agricultural pursuits, and is designated as agricultural on the Brevard County Property Appraiser's records.

S- Single Family Dwelling: Any property upon which is located any building or structure designed or constructed for, and capable for use as a residence for one family and is erected on a separate lot or parcel.

D- Multiple Single Family Dwelling Units: Any property upon which is located more than one building or structure, each of which is designed and constructed for, and capable for use as a residence for one family.

M- Multifamily Dwelling: Any property, designated as a trailer park, or upon which is located any building or structure, consisting of more than one dwelling unit, each designed for occupancy for one family.

B- Condominium: Any parcel identifying an individual condominium or townhouse unit.

E- Commercial: Any lot or parcel upon which is located any structure or facility designed for business related uses (other than as a single family dwelling unit).

I- Industrial: Any lot or parcel upon which there is a structure or building for use as productive enterprises and/or manufacturing activities.

T- Vacant Natural: Any lot or parcel which is unaltered, contains no structures, and has not been designated as Agricultural (A) or Non-Billable (N). These parcels may be determined on a case by case basis.

V- Vacant Altered: Any lot or parcel which contains no structures, is not designated as Agricultural (A) or Non-Billable (N), and has been modified from its natural state. These parcels will be determined on a case by case basis.

Y- Vacant Improved: Any lot or parcel which is not designated as agricultural or non-billable, and has been either graded, cleared, compacted and/or excessively landscaped.

N- Non-Billable: Those parcels or lots which are right of way, State or Federal lands or properties designated by the Stormwater Utility to receive an assessment through other means than the Tax Notice.

H- All Else: Any lot or parcel which has not been classified under one of the above billing classes due to its unique land use. The assessment for these parcels will be calculated individually.

(b) RATES:

(1) The established rate of assessment shall be \$36 per ERU per year. An ERU or Equivalent Residential Unit for the purpose of calculating service charge rates has been determined through engineering analysis to be 2,500 square feet of effective impervious area.

(2) The following is a list of the terms used in the rate calculation formulas given below:

- G = gross area of parcel in sq. feet.
- I = impervious area of parcel in sq. feet
- M = mitigation factor with a range of 0.0 to 1, and an increment of 0.01
- N = number of dwelling units or hook-ups
- NI = adjustment factor for alteration of pervious surfaces
- 0.20 = pervious factor coefficient
- 0.90 = impervious factor coefficient
- 0.03 = pervious factor coefficient for agricultural use only
- 0.40 = infiltration factor for agricultural land use cover for good soil condition
- 0.60 = average runoff coefficient for open space for average soil condition

(3) For each lot, parcel, or tract of real property, the lot, parcel, or tract is classified by its use. The rate of assessment is expressed as a number of equivalent residential units. The rate of assessment to be charged within that use classification, as set forth in sub-section (a) above, is computed, and the amount to be billed to a particular lot, parcel or tract utilizing the rate of assessment, is calculated as follows:

A- Agricultural

$$\# \text{ ERU's} = \frac{G \times 0.03 \times 0.4}{2500 \text{ sq. feet}}$$

$$\text{Billing} = \# \text{ ERU's} \times \$36 \times M$$

S- Single Family Dwelling

$$\text{Billing} = 1 \text{ ERU} \times \$36 \times M$$

D- Multiple Single Family Dwelling Units

$$\text{Billing} = 1 \text{ ERU} \times N \times \$36 \times M$$

M- Multifamily Dwelling

$$\text{Billing} = 1 \text{ ERU} \times 0.50 \times N \times \$36 \times M$$

B- Condominium

The billing amount is calculated for each unit as a fraction of an ERU.

$$\text{Billing} = 1 \text{ ERU} \times 0.50 \times \$36 \times M$$

E- Commercial

$$NI = I \times 1.25$$

$$\# \text{ ERU's Commercial} = \frac{[(NI - I) \times 0.2] + (I \times 0.9)}{2500 \text{ sq. ft.}}$$

$$\# \text{ ERU's Vacant Altered} = \frac{(G - NI) \times 0.03 \times 0.40}{2500 \text{ sq. ft.}}$$

$$\text{Billing} = (\# \text{ ERU's Commercial} + \# \text{ ERU's Vacant Altered}) \times \$36 \times M$$



I- Industrial

$$NI = I \times 1.25$$

$$\# \text{ ERU's Commercial} = \frac{[(NI - I) \times 0.2] + (I \times 0.9)}{2500 \text{ sq. ft.}}$$

$$\# \text{ ERU's Vacant Improved} = \frac{(G - NI) \times 0.03 \times 0.60}{2500 \text{ sq. ft.}}$$

$$\text{Billing} = (\# \text{ERU's Commercial} + \# \text{ERU's Vacant Improved}) \times \$36 \times M$$

T- Vacant Natural

No bills generated for these land uses

V- Vacant Altered

$$\# \text{ ERU's} = \frac{G \times 0.03 \times 0.4}{2500 \text{ sq. feet}}$$

$$\text{Billing} = \# \text{ ERU's} \times \$36 \times M$$

Y- Vacant Improved

$$\text{ERU's} = \frac{(G \times 0.03 \times 0.60) + (I \times 0.9)}{2500 \text{ sq. ft.}}$$

$$\text{Billing} = \# \text{ ERU's} \times \$36 \times M$$

N- Non-Billable

No bills generated for these land uses.

H- All Else

The assessments for the parcels that fall under this category will be determined on an individual basis. One of the formulas

provided will be used to calculate the assessment for each parcel according to its land use.

For any of the above categories - if a mitigation credit is granted then the number of ERU's will be multiplied by a factor ranging from 0.0 to 1.0 to arrive at the mitigated number of ERU's.

For any of the above categories (except Non-Billable and Vacant), the minimum billing is set at \$2.35 per parcel.

SECTION 2. Pursuant to Section 197.3632(6), Florida Statutes (2000), the annual equivalent residential unit rate of \$36, calculation methodologies, and the rates set forth for real property in Section 1. of this resolution are to be used for collection of the stormwater utility assessment for a period of more than one (1) year. Section 1. of this resolution shall yield a calculation of \$18.

SECTION 3. It is intended by the Town Commission of Melbourne Beach, Florida, that this Resolution constitutes the rate resolution specified in Section 27-5, Melbourne Beach Town Code.

SECTION 4. The Town Commission of Melbourne Beach, Brevard County, Florida, hereby ratifies, confirms, and certifies that the annual Stormwater Utility Assessment Roll for fiscal year beginning October 1, 2000, is in conformity with the aforementioned Schedule of Rates adopted by the Town Commission.

SECTION 5. The Town Clerk shall forward a certified copy of this resolution to the Brevard County Tax Collector.

SECTION 6. Those stormwater utility assessments imposed during the fiscal year beginning October 1, 2000, shall be billed by the Town of Melbourne Beach or its authorized representative, pursuant to the provisions of Chapter 27 of the Code of Ordinances, Town of Melbourne Beach, and shall be due and payable on November 1 of each year, pursuant to law.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this rate resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not affect the validity of the remaining portions of this rate resolution.

SECTION 8. Repeal of Inconsistent Resolutions. All resolutions, or parts of resolutions, in conflict herewith are hereby repealed.

SECTION 9. Effective Date. This resolution shall become effective immediately upon its adoption.

This Resolution was adopted at a regular meeting of the Town Commission on the 16<sup>th</sup> day of August 2000.

TOWN OF MELBOURNE BEACH, FLORIDA

By: Robert D. Wille  
ROBERT D. WILLE, MAYOR

ATTEST:

Cynthia E Masny  
CYNTHIA E. MASNY, CMC  
TOWN CLERK

Resolution No. 659

# Town Commission Meeting

**Section: New Business**

**Meeting Date: July 17, 2024**

**From: Town Manager, Elizabeth Mascaro**

**RE: Consideration to endorse the HELPER Act**

## **Background Information:**

During the August 16, 2023 Regular Town Commission Meeting, the Town Commission voted to endorse legislation to aid first responders known as the HELPER Act.

The Town has received a request to continue the endorsement.

## **Recommendation:**

Consider continuing to endorse the HELPER Act

## **Attachments:**

Email request to continue the endorsement

Sample letter of endorsement

**From:** [Linda Cullen](#)  
**To:** [Linda Cullen](#)  
**Subject:** Sign-On Letter for HELPER Act Markup  
**Date:** Tuesday, June 25, 2024 12:14:04 PM  
**Attachments:** [HELPER Markup Letter \(Elected Officials\).pdf](#)

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Hello,

I am writing to thank you for your endorsement of the Homes for Every Local Protector, Educator, and Responder (HELPER) Act and to request your continued support in moving forward with this crucial legislation.

As you know, the HELPER Act would support police and corrections officers, firefighters, EMTs and paramedics, and preK-12 teachers by providing a VA-style home loan program. A HELPER loan would provide 100% financing and eliminate monthly mortgage insurance payments for a first-time home purchase. This legislation has garnered significant bipartisan support and has the potential to make a substantial difference in our communities.

We are seeking your assistance in urging our congressional leaders to advance the HELPER Act by formally marking it up in committee. We are organizing a sign-on letter addressed to the Chairs and Ranking Members of the Senate Committee on Banking, Housing, and Urban Affairs & the House Financial Services Committee.

**I kindly ask for your endorsement by signing onto this letter.** Please find the draft letter attached for your review. If you agree to sign on, simply reply to this email with your name and title as you would like it to appear in the letter by July 8th.

Thank you!

Best,

Linda Cullen  
Government Affairs Coordinator  
[Commonwealth Strategic Partners](#)



The Honorable Sherrod Brown  
 Chairman, Senate Committee on Banking, Housing, and Urban Affairs  
 U.S. Senate  
 Washington, DC 20510

The Honorable Patrick McHenry  
 Chairman, House Financial Services Committee  
 U.S. House of Representatives  
 Washington, DC 20515

The Honorable Tim Scott  
 Ranking Member, Senate Committee on Banking, Housing, and Urban Affairs  
 U.S. Senate  
 Washington, DC 20510

The Honorable Maxine Waters  
 Ranking Member, House Financial Services Committee  
 U.S. House of Representatives  
 Washington, DC 20515

Dear Chairman Brown, Chairman McHenry, Ranking Member Scott, and Ranking Member Waters,

We, the undersigned elected officials representing nearly XXX cities, counties, and parishes across the United States, write to express our strong support for the bipartisan Homes for Every Local Protector, Educator, and Responder (HELPER) Act (S.1514/H.R.3170) and to urge your committees to hold a markup on this critical legislation as soon as possible. As of the writing of this letter, the HELPER Act is sponsored and cosponsored by 26 members of the Senate and 139 members of the House of Representatives. This includes five members of the Senate Banking Committee and 13 members of the House Financial Services Committee.

Law enforcement officers, firefighters, emergency medical technicians (EMTs), paramedics, and teachers, dedicate their lives to safeguarding and nurturing our communities. Yet, despite their invaluable contributions, many of these professionals face significant challenges in affording homes in the very neighborhoods they serve. Ensuring that these essential workers have access to affordable housing is not only a matter of fairness but also a strategic investment in the well-being and stability of our communities.

The HELPER Act would establish a much-needed home loan program for first responders and educators, modeled after the highly successful Department of Veterans Affairs (VA) home loan program.

Specifically, the HELPER Act would:

- Create a first-time homebuyer home loan program under the Federal Housing Administration (FHA) for law enforcement officers, firefighters, EMTs, paramedics, and pre-K-12 teachers;
- Eliminate the 3.5% down payment requirement, making homeownership more accessible for these public servants;
- Eliminate the monthly mortgage insurance premium (MIP) requirement, reducing the overall cost of homeownership; and
- Require an upfront mortgage insurance (UFMI) premium, determined by the Secretary of Housing and Urban Development, to ensure the solvency of the program.

Investing in affordable housing for law enforcement officers, firefighters, EMTs, paramedics, and teachers is an investment in the future of our communities. It ensures that those who protect, serve, and educate us can live with dignity and stability. By supporting initiatives like the HELPER Act, we can create a more equitable and resilient society where public servants are valued not just for their work but also for their integral role in the fabric of our daily lives.

We urge you to prioritize the markup and advancement of the HELPER Act in your respective committees. This legislation is not only a testament to our nation's commitment to supporting its public servants but also a necessary step in addressing the housing affordability crisis facing many first responders and educators.

Thank you for your consideration.

Sincerely,



## **Town Commission Meeting**

**Section: New Business**

**Meeting Date: July 17, 2024**

**From: Town Manager, Elizabeth Mascaro**

**RE: Consideration to renew the South Beaches Coalition Interlocal Agreement**

### **Background Information:**

The Interlocal Agreement regarding voting representation on the Space Coast Transportation Planning Organization for the South Beaches Coalition expires on December 31, 2024.

### **Recommendation:**

Consider renewing the South Beaches Coalition Interlocal Agreement

### **Attachments:**

Current South Beaches Interlocal Agreement

HC

THIS INSTRUMENT RETURN TO:  
Laura Carter  
Space Coast Transportation  
Planning Organization  
2725 Judge Fran Jamieson Way, Bldg. B  
Melbourne, FL 32940

THIS INSTRUMENT PREPARED BY:  
Paul R. Gougelman, III, General Counsel  
Space Coast Transportation Planning Organization  
2220 Front Street - Suite 204  
Melbourne, FL 32901

**INTERLOCAL AGREEMENT REGARDING**  
**VOTING REPRESENTATION ON**  
**SPACE COAST TRANSPORTATION PLANNING ORGANIZATION**  
**FOR THE SOUTH BEACHES COALITION**

THIS AGREEMENT is made and entered into as of the 12<sup>th</sup> day of December, 2013, by and between the TOWN OF INDIALANTIC, Florida, a Florida Municipal Corporation (herein "Indialantic"), CITY OF INDIAN HARBOUR BEACH, Florida, a Florida Municipal Corporation (herein "Indian Harbour Beach"), TOWN OF MELBOURNE BEACH, Florida, a Florida Municipal Corporation (herein "Melbourne Beach"), and CITY OF SATELLITE BEACH, Florida, a Florida Municipal Corporation (herein "Satellite Beach").

**WITNESSETH:**

WHEREAS, the Space Coast Transportation Planning Organization, f/k/a the Brevard County Metropolitan Planning Organization (herein "TPO") is a metropolitan planning organization established under Section 339.175, Florida Statutes, to coordinate transportation planning and finance throughout Brevard County;

WHEREAS, in the early 1990s, the municipalities of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach formed the "South Beaches Coalition";

WHEREAS, in the early 1990s and the first decade of the 21<sup>st</sup> Century, the South Beaches Coalition was accorded a single voting delegate seat on the TPO Governing Board;

WHEREAS, it is the desire of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach to provide a methodology by which the four municipalities may share the aforesaid single voting delegate seat on the TPO Governing Board;

WHEREAS, the authority to undertake sharing of a delegate seat on the TPO Governing Board is provided in Section 339.175(3)(a), Florida Statutes (2013), which states in pertinent part:

(a) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 U.S.C. s. 134, may also provide for M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the M.P.O. . . . All voting members shall be elected officials of general-purpose governments, except that an M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of the Florida Space Authority. . . .;

WHEREAS, the undersigned parties for the purposes of this Agreement, and for the purpose of reference by the TPO, have designated the arrangement provided for herein to be informally and colloquially referred to as the "South Beaches Coalition";

WHEREAS, this Agreement is entered as an interlocal agreement pursuant to Section 163.01, Florida Statutes (2013), and is also entered into pursuant to the home rule power of each of the municipalities as provided in Section 166.021, Florida Statutes, and Article VIII, Section 2, Florida Constitution of 1968;

WHEREAS, pursuant to this Agreement, the parties have provided for an arrangement by which the voting delegate on the TPO Governing Board will be rotated among Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, on a scheduled basis; and

WHEREAS, the parties have further agreed to establish an organized method to provide joint instructions to their single voting delegate to the TPO.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties that:

1. **Recitals.** Each and all of the recitals above be and the same are hereby incorporated herein and declared to be true and correct.

2. **Appointment of Voting Delegate.**

(a) The single voting delegate holding the South Beaches Coalition seat on the TPO and representing the collective interests of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, along with an alternate voting delegate, shall be appointed by the governing body of each respective municipality according to the following schedule:

<b><u>Designating Party</u></b>	<b><u>Calendar Years for Designation</u></b>
Indialantic	2016 & 2017, 2024
Indian Harbour Beach	2012 & 2013, 2020 & 2021
Melbourne Beach	2014 & 2015, 2022 & 2023
Satellite Beach	2018 & 2019

(b) The power of appointment will be exercised in such a manner that a municipality's appointee as a voting delegate or Brevard MPO/South Beaches Coalition Interlocal Agreement2

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alternate voting delegate assumes office on January 1<sup>st</sup> of the first year of the foregoing schedule that a municipality may exercise the power of appointment and ends on December 31<sup>st</sup> of the second year of the foregoing schedule that the municipality may exercise the power of appointment. For example, because Indialantic holds the power of appointment for 2016 and 2017, Indialantic's appointed voting delegate would assume office effective January 1, 2016 and leave office on December 31, 2017.

(c) Neither the TPO voting delegate nor the alternate delegate must reside within the corporate limits of the designating municipality, but each must be an elected official of either Indialantic, Indian Harbour Beach, Melbourne Beach, or Satellite Beach.

(d) In the event that any party to this Agreement fails to appoint the TPO voting delegate or alternate voting delegate by the beginning of that municipality's two-year term set forth in the foregoing schedule, the TPO voting delegate and alternate voting delegate appointed for the immediate prior two-year term shall continue as the TPO voting delegate and alternate voting delegate until such time as their successors have been appointed.

(e) During each two-year term set forth in herein, the TPO voting delegate and the alternate voting delegate shall serve at the pleasure of the appointing municipality, which has the power to rescind any such appointment and to name any other elected official of one of the four municipalities as the TPO voting delegate or alternate voting delegate.

### **3. South Beaches Coalition ("Coalition") Representatives.**

(a) The governing body of each party to this Agreement shall appoint one of their elected officials to represent that municipality on the South Beaches Coalition. Each representative shall serve at the pleasure of the appointing governing body. In addition, the remaining elected officials of each municipality shall

be deemed alternate Coalition representatives who may substitute as needed in the absence of their appointed representative at Coalition meetings.

(b) The four Coalition representatives shall advise and direct the TPO voting delegate and alternate voting delegate, who must vote on matters before the TPO in accordance with instructions provided by the Coalition representatives. However, when express instructions have not been provided, the TPO voting delegate or alternate voting delegate shall exercise his/her best judgment in voting for the best collective interests of the four municipalities on matters before the TPO.

(c) The Coalition representative appointed by the municipality responsible for appointing the TPO voting delegate shall serve as Chairperson of the Coalition. This position shall rotate in accordance with the schedule established in Section 2 hereof. The Chairperson shall take office when the TPO voting delegate is appointed.

(d) The Coalition representatives shall elect a Vice-Chairperson from among themselves during the month of December each year. The Vice-Chairperson shall serve for one year or until his/her successor is elected, whichever occurs later.

(e) The municipality responsible for appointing the TPO voting shall provide staff support for all activities incident to the performance of this Agreement, including preparation and distribution of agenda packages, advertising of meetings to comply with the Government-in-the-Sunshine Law, preparation of minutes, and coordination of time and place of meetings of the Coalition representatives.

(f) Meetings of the Coalition representatives will operate generally using Robert's Rules of Order, Newly Revised, most recent edition.

**4. TAC and CAC Members.**

(a) In the event that the TPO seats only one Technical Advisory Committee ("TAC") member or one Citizens Advisory Committee ("CAC") member to represent the South Beaches Coalition, the municipality appointing the TPO voting delegate shall also appoint the sole TAC or CAC member(s) to represent the Coalition.

(b) In the event that the TPO permits a TAC or a CAC member to represent each municipality, the governing body of each municipality shall appoint the TAC and CAC member to represent that municipality.

(c) To the extent permitted by law and pursuant to Section 339.175(6), Florida Statutes, TAC and CAC members will serve at the pleasure of the appointing authority.

**5. Expiration.** This Agreement will expire on December 31, 2024; provided, that the respective governing bodies of Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, may agree from time to time to extend, amend, or terminate this Agreement by written instrument. No such written instrument shall be effective until the amendatory instrument is approved by the governing body of each of the four municipalities, executed by appropriate officials of each governing body, and recorded with the Brevard County Clerk of the Court as provided in Section 163.01(11), Florida Statutes.

**6. Interpretation; Termination of Prior Agreements.**

(a) This Agreement and the terms herein were negotiated jointly by Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, and the four municipalities had the full choice of wording thereof. Consequently, no term, provision, or section hereof will be more harshly construed against either party hereto as the drafter of this Agreement.

(b) The agreement entitled "Agreement with Respect to Voting Representation on Brevard County Metropolitan Planning Organization" dated September 22, 2000, between the four Brevard MPO/South Beaches Coalition Interlocal Agreement2

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municipalities, including Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach, is hereby terminated. The agreement entitled "Memorandum of Understanding" relating to voting representation on Brevard County Metropolitan Planning Organization dated June 9, 1992, between Indialantic, Indian Harbour Beach, Melbourne Beach, and Satellite Beach is hereby terminated.


7. **Effective Date.** This Agreement will become effective upon recordation in the Public Records of Brevard County, Florida, as maintained by the Brevard County Clerk of Court pursuant to Section 163.01(11), Florida Statutes.

8. **Counterpart Signature Pages.** This Agreement may be executed by the use of counterpart signature pages.

IN WITNESS WHEREOF, the Town of Indialantic, City of Indian Harbour Beach, Town of Melbourne Beach, and City of Satellite Beach, have each caused this agreement to be executed the day and year set forth below.

**TOWN OF INDIALANTIC,  
FLORIDA,** a Florida  
Municipal Corporation

By:

  
Christopher Chinault  
Town Manager

Dated: 10/15, 2013

(TOWN SEAL)

ATTEST:



Laura Eaton, CMC  
Town Clerk



COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**CITY OF INDIAN HARBOUR BEACH, FLORIDA,** a Florida Municipal Corporation

By: *Julie Bradford*  
Jacqueline R. Burns

City Manager  
*Julie Bradford, Acting City Manager*

Dated: 11/22, 2013

(CITY SEAL)



ATTEST:

*Deborah Maliska*

Deborah Maliska, CMC  
City Clerk

COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**TOWN OF MELBOURNE BEACH,  
FLORIDA,** a Florida Municipal Corporation

By: William M. Hoskovec  
William Hoskovec  
Town Manager

Dated: 11/20/13, 2013

(TOWN SEAL)

ATTEST:

Marie Cardace  
Marie Cardace  
Interim Town Clerk



COUNTERPART SIGNATURE PAGE for the execution of the Interlocal Agreement Regarding Voting Representation on the Space Coast Transportation Planning Organization for South Beaches Coalition.

**CITY OF SATELLITE BEACH, FLORIDA**, a Florida Municipal Corporation


By:   
Courtney Barker  
City Manager

Dated: 11/13, 2013

(CITY SEAL)



ATTEST:

  
Leonor M. Olexa, CMC  
City Clerk

## Town Commission Meeting

**Section:**

**Meeting Date:** July 17,2024

**From:** Chief Tim Zander

**RE:** Speed camera system in school zone and parking cameras in Town paid parking areas.

### **Background Information:**

This is a request to seek information and have a traffic study conducted in our school zone to see if a speed enforcement camera system is warranted in our town. These speed enforcement cameras are like the red light cameras from years ago. Florida State Statute was passed this past year that allows municipalities to deploy speed cameras in school zones on school days. The system would only give citations for over 10mph from 30 minutes before school until 30 minutes after school. A study would be conducted at zero cost and would be completed by the speed camera company. Florida State Statutes strictly govern these systems and list everything from the fines levied, and the breakdown of those fines and what they can be used for.

If the traffic study is completed and the system is warranted, we would then return to the Commission for approval to move forward with the installation of this system. The systems would be installed at zero cost to the Town.

These companies also have parking enforcement cameras similar to the above. The technology is not as good and many are still developing systems. We are talking to a company currently and are explaining our needs and seeing what they offer and what can be developed. We would be working with the company to be a test agency but are in the development phase and looking to seek permission to move forward with this as well.

**Recommendation:** It is my recommendation that we speak with companies that have this technology, and have one of them conduct a traffic study free of cost to the Town. If the study reveals the need, we would return to the Commission to seek approval and to move forward.

**Attachments:** None

## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** July 17, 2024  
**From:** Town Manager, Elizabeth Mascaro  
**Re:** Stormwater Project End of Street, Third Avenue

### Background Information:

Below is an excerpt of an email the Building Official sent to a resident. This was in response to questions about this project:

The large tree that was removed was not an Oak tree, it was a Banyan tree. Half was on the owner's property and half on town property. The tree was blocking the drainage swale leading to the river. The Town approved the removal of the tree. The property owner paid to have the tree removed. By removing the tree this freed up the drainage swale to begin to flow properly. Due to the level of the lot prior to the new home construction and the home owner wanting to grade the lot even, in compliance with the drainage regulation required by Town Ordinance and Florida Building Code, the swale requires a drainage pipe to be installed. This installation will keep erosion away from the home and protect the Town's property. The installation of pipe will prevent back up east of that drainage point, due to a lack of flow. The modification of the storm swale is the Town's responsibility, as this is on town property, and is a part of our storm water system. By installing the proper pipe and grading the correct elevation, this will prevent severe erosion at the end of the street that is Town property.

The Town's Civil Engineer reviewed and approved the water retention plan. The Civil Engineer will review and confirm the plan was adhered to, prior to the Building Official issuing a final Certificate of Occupancy.

Two contractors submitted proposals for the project. Due to the small job size, Brewer indicated they could not provide a competitive bid. The project is too large for public works to manage. The proposals are listed below:

Ramage Contracting Inc.: \$20,352.10 plus and additional \$2,750 for additional services for a total of \$23,102.10

Brewer Paving: \$61,922.00

**Recommendation:**

Accept the proposal from Ramage Contracting, Inc. for a \$23,102.10.

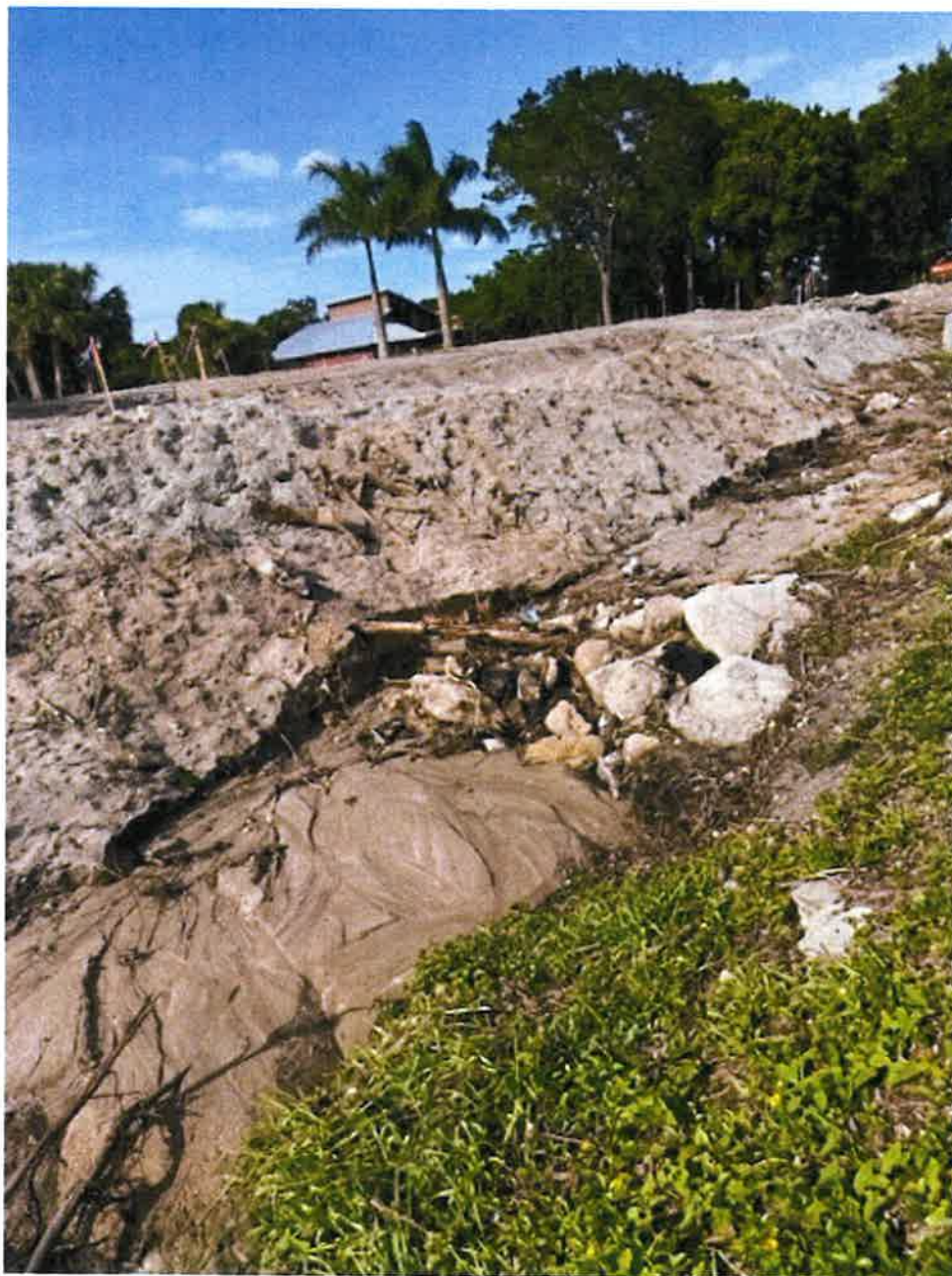
**Attachments:**

Proposal from Ramage Contracting, Inc. and Brewer Paving

Picture of stormwater ravine

Engineered draws for project provided by BSE Engineering

Grading and Drainage Plan for 510 Third Avenue



## Melbourne Beach Town Manager

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**From:** Scott Glaubitz <SGlaubitz@bseconsult.com>  
**Sent:** Wednesday, July 03, 2024 12:17 PM  
**To:** Melbourne Beach Town Manager  
**Cc:** Alicia Mateo  
**Subject:** FW: 3Rd Ave. Bid Price

Scott Glaubitz PE; PLS  
 312 So. Harbor City Blvd  
 Melbourne, Fl. 32901  
 Cell 321-403-1436  
 Office 321-725-3674  
[sglaubitz@bseconsult.com](mailto:sglaubitz@bseconsult.com)

**From:** Shane Brewer <shane@brewerpaving.com>  
**Sent:** Wednesday, July 3, 2024 9:01 AM  
**To:** Scott Glaubitz <SGlaubitz@bseconsult.com>  
**Cc:** Shane Brewer <shane@brewerpaving.com>  
**Subject:** RE: 3Rd Ave. Bid Price

Coming up with \$61,922.00. Plus sod.

With this being such a small amount of work and being in what looks like wet conditions while also dealing with the river it's impossible to price this like we would a normal or large sized project.

Please LMK if you have any questions.

- 1) Mobilization LS 1 -\$10,000
- 2) Demo Headwall EA 1- \$7,500.00
- 3) Type C inlet EA 1- \$12,250.00
- 4) 18" RCP LF 80- \$150.00 per LF = \$12,000.00
- 5) Import Fill CY 160- \$39.95 per CY of local fill = \$6,392.00. Special sand or topsoil might be more.
- 6) Grade Swale LS 1- \$49.00 per LF. Looks like approximately 220 LF to grade??? So \$10,780.00 Graded 1 time.
- 7) Testing- Really don't know as we don't hardly ever have this in our scope but figure maybe \$3,000.00
- 8) SOD= \$4.25 per SY



**RAMAGE**  
**CONTRACTING, INC.**  
 COMPLETE SITE DEVELOPMENT

June 26, 2024

Attn: To Whom it May Concern

Re: 3rd Ave Drainage Pipe Extension

Dear Customer,

The following is pricing for the other provisions.

**Basic Scope of Provisions**

Mobilization	1 LS @ \$2500/EA	\$	2,500.00
Demo Headwall	1 EA @ \$1062.5/EA	\$	1,062.50
Type C Inlet	1 EA @ \$5292/EA	\$	5,292.00
18" RCP	80 LF @ \$85.13/EA	\$	6,810.40
Import Fill	160 CY @ \$19.92/EA	\$	3,187.20
Grade Swale	1 LS @ \$1,500/EA	\$	1,500.00

Items by Others: Survey, As-builts, Testing - If required Add \$2,750.00

TOTAL: \$ 20,352.10

Thank you for your time. As always, please feel free to contact us with any questions or concerns.

Sincerely,  
 Matt Ramage  
 Ramage Contracting





# Town Commission Meeting

**Section: New Business**

**Meeting Date: July 17, 2024**

**From: Town Manager, Elizabeth Mascaro**

**RE: Consideration to approve Resolution 2024-04 Fee Schedule**

**Background Information:**

Periodically the Town's Fee Schedule is reviewed for updates and a new resolution is written.

**Recommendation:**

Consider approving Resolution 2024-04 Fee Schedule

**Attachments:**

Updated Fee Schedule

## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

## Exhibit A

**Local Business Tax Receipt**

Existing Business Tax Receipt	Per Town Code	Town Code of Ordinances Chapter 65
New Business Zoning Interpretation	\$ 125.00	Minimum Fee. Additional funds maybe required if exceeds \$125.00
Application Review After Interpretation	\$ 75.00	
Business Zoning Review-no Interpretation	\$ 125.00	Per review
New Business Application Fee	\$ 50.00	Per Town Code and Florida State Statute

**Public Records Request**

Single-Sided Copies	.15 cents	Not to Exceed 8.5" x 14"
Double-sided Copies	.20 cents	Not To Exceed 8.5" x 14"
Certified Copies	\$ 1.00	Per Page Certification
USB	actual cost	
Inspection of Public Records	Fl. State Statute	Per Florida State Statute 119.07
Lien or Permit Search	\$75.00	Per address

**Peddler's/Solicitor's License**

Application Fee	\$ 7.50	License valid for 90 days from issuance
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**Founders Day**

Arts & Craft Vendors	As Determined	Annually per space
Food Vendors	As Determined	Annually per space
Alcohol Vendor	As Determined	Annually per space

## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

Exhibit A

**Building Department Fee Schedule**

<i>MINIMUM PERMIT FEE</i>	\$79.00	Includes payment to DBPR and DCA
<b>Percentage of Construction Value For Building Permits</b>		
Line 1	\$75.00	Up to the first \$2,500 plus
Line 2	3.00%	\$2,500 to \$10,000 plus cost in line 1
Line 3	1.00%	\$10,001 TO \$100,000 plus cost in line 1 &2
Line 4	.50%	\$100,001 to \$500,000 plus cost in line 1, 2 &3
Line 5	.25%	\$500,001 and up for fraction there of plus costs from lines, 1,2,3 &4
<b>Inspection Fees</b>		
1st Re-inspection	\$75.00	
2 <sup>nd</sup> Re-inspection	\$100.00	
All subsequent re-inspections	\$150.00	
<i>WORK WITHOUT A PERMIT PENALTY</i>	<i>Normal Fee plus up to 4X normal fee as Determined by Building Official</i>	
Permit Fee- First Extension	\$175.00	180 day renewal
Permit Fee-Second Extension	New permit	New permit required after first extension
Planning & Construction Meeting w/B.O.	\$125.00	
Environmental Hazard Fee	\$500.00	
Failure to Display Permit Card	\$ 75.00	
Failure to Call for Inspection	\$ 75.00	
Unscheduled Inspection Request	\$ 50.00	
Fire Plan Review Fee	\$ 85.00	
Demolition Full or Partial	\$150.00	
Change of Contractor	\$ 75.00	
Early Power Release/ Temporary Pole	\$ 75.00	
Town Planner Review for building related	\$200.00	Per hour
Residential Revision Fee After Permit Issued		One and two family dwellings \$25.00 plus \$5.00 each page or 2% of the revision value, whichever is greater
Commercial Revision Fee		Commercial and multi-family, \$25.00 plus \$7.50 per plan page or 3% of revision value, whichever is greater.

**ALL BUILDING FEES ARE NON-REFUNDABLE, PER THE FLORIDA BUILDING CODE STATUE 553.721 AND 468.631.**

**ALL PERMITS WILL CONTAIN AN ADDITIONAL 1% SURCHARGE FOR THE DCA AND A 1.50% SURCHARGE FOR THE DBPR.**

**WHEN IN THE OPINION OF THE BUILDING OFFICIAL, THE CONSTRUCTION VALUE COST IS UNREALISTIC; THE LATEST EDITION OF THE INTERNATIONAL CODE COUNCIL'S BUILDING VALUATION TABLE WILL BE USED TO CALCULATE THE APPROXIMATE CONSTRUCTION VALUE**

## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

Exhibit A

<b>Fire Prevention Inspections Re-inspections, and Penalty Fees</b>		
<i>Fees for Annual Fire Safety Inspections</i>		
Annual Fire Inspection	\$50.00	Low Risk Occupancy –Commercial Bldg.
Annual Fire Inspection	\$75.00	Medium Risk Occupancy-Commercial Bldg.
Annual Fire Inspection	\$100.00	High Risk Occupancy-Commercial Bldg.
<i>Re-Inspection Fee for Non-Compliance from Annual Fire Inspection-Commercial Bldgs.</i>		
First Re-inspection	Free	
Second Re-Inspection	\$30.00	
Third Re-inspection	\$30.00 plus \$100.00 penalty	
Fourth Re-inspection	\$30.00 plus \$200.00 penalty	
Fifth Re-inspection	\$30.00 plus \$300.00 penalty	
<i>Penalty Fees for Incidental Activities Requiring Response By Fire Department</i>		
Inadvertent Fire Alarm Activation	\$100.00 each	Alarm activation started by onsite personnel. Bill property owner
Victim Removal-Elevator Entrapment	\$100.00	Third or subsequent response within a 30-day time period
Nuisance Fire Alarm	\$100.00 each	Third or Fourth Response in 365-day period
Nuisance Fire Alarm-Chronic	\$200.00 each	Fifth or subsequent response in a 365-day period.
Failure to Appear for Alarm Activation-Responsible Party	\$50.00 per half hour after a 30 minute notification window	Fire Department remains on scene until party arrives
Hazmat Clean Up	Actual Cost	Remediation
Home Safety Inspection	No Cost	Residential properties

**Police Citations**

Parking Tickets	\$75.00	Per Citation
Equipment Check	\$20.00	Per Citation

## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

Exhibit A

**Board of Adjustments****For Special Exceptions, Variances and Zoning Changes**

<b>Special Exceptions-Commercial</b>	\$1,000.00	Zoning Districts, 6-B, 7-C, 8-B
Reconvene Board for Commercial	\$ 250.00	Zoning Districts, 6-B, 7-C, 8-B
<b>Variance-Commercial</b>	\$1,000.00	Zoning Districts, 6-B, 7C, 8-B
<b>Variance-Residential</b>	\$ 500.00	1-RS, 2-RS, 3-RS, 4-RM, 5-RMO, Oceanfront residence
Town Staff Hours	\$ 85.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Building Official	\$ 125.00	
Advertising	Actual Cost	Per Invoice

**LDC Amendments**

Text Amendment Application Pursuant to Sec. IA-5, Code of Melbourne Beach	\$1,000.00 plus \$5,000.00	Advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs that may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further. Per application, fees are nonrefundable.
Town Staff	\$85.00	Per hour
Town Attorney	Actual Cost	Per hour
Town Planner	Actual Cost	Per hour
Advertising Ordinance	Actual Cost (2 notices)	P & Z Board Public Hearing; Commission 2ND Reading



## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

## Exhibit A

**ZONING CHANGE OF USE**

Application Amendment Fee	\$1,000.00 plus \$ 5,000.00	Advance deposit for staff and administrative expenses. NOTE: Applicant is responsible for actual costs that may exceed the deposit. If/when deposit is exhausted, it will be replenished (\$5000 increments) by the applicant before proceeding further. Per application, fees are non-refundable
Zoning Verification Letter	\$ 50.00	Per Letter
Zoning Interpretation Town Planner	Actual Cost	Per Hour
Change Fee for Zoning	\$1,000.00	Per Change Request
Advertising Zone Change	Actual Cost	Per Invoice
Ordinance Development	Actual Cost	Per Ordinance
Ordinance Advertising	Actual Cost	Per Advertisement
Town Staff Hours	\$ 85.00	Per hour, per continuance
Town Attorney	Actual Cost	Per hour, per continuance
Town Planner	Actual Cost	Per hour, per continuance
Outside Professional Services	Actual Cost	Per Contract Agreement
Advertising	Actual Cost	Per Invoice
<b>Comprehensive Plan Amendment</b>		
Comprehensive Plan Amendment	\$ 1,200.00	Per Change
Advertising	Actual Cost	Per Invoice

**SITE PLAN REVIEW FOR PLANNING AND ZONING**

Commercial Site Plan Review	\$ 1,200.00	6-B, 7-C, 8-B
Residential Site Plan Review	\$ 685.00	1-RS, 2-RS, 3-RS, New Single-Family Residence
Residential Site Plan Revision	\$ 200.00	1-RS, 2-RS, 3-RS
Residential Site Plan Review	\$ 1,000.00	4-RM, 5-RMO, New Multi-Family Res & Oceanfront
Residential Site Plan Revision	\$ 750.00	4-RM, 5-RMO, New Multi-Family Res & Oceanfront

## SMOKING FINES PER ORDINANCE 2024-04, SEC. 73-61

First Civil Fine	\$100.00
Second and subsequent civil fines	\$200.00

## SPECIAL EVENTS

Special Event with Police Security Service	\$75.00	Per Hour, Per Officer. Minimum (4) Hour Charge
Special Event With Public Works	\$50.00	Per Hour, Per Person
Special Event with Fire Personnel	\$50.00	Per Hour, Per Person
Alcohol Permit	\$200.00 Deposit	Per Permit

## FACILITY RENTALS

Community Center (Residents)	\$ 65.00 plus tax	Per Hour. Melbourne Beach Residents (Monday-Friday)
Community Center (Residents)	\$390.00 plus tax	6-Hour Minimum. Melbourne Beach Residents (Sat., Sun. & Holidays)
Community Center (Residents)	\$ 65.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Residents
Community Center (Non-Residents)	\$100.00 plus tax	Per Hour. Non-Residents (Monday-Friday)
Community Center (Non-Residents)	\$600.00 plus tax	6-Hour Minimum. Non-Residents (Sat., Sun. & Holidays)
Community Center (Non-Residents)	\$100.00 plus tax	Each Additional Hour Over 6-Hour Minimum for Non-Residents
Community Center Damage Deposit	\$500.00	Refundable, 7-10 Days After Event
Ryckman Park Pavilion (Residents)	\$ 30.00 plus tax	Per Hour. Resident
Ryckman Park Pavilion (Non-Resident)	\$ 45.00 plus tax	Per Hour, Non-Resident
Ryckman Park Pavilion Deposit	\$250.00	Refundable, 7-10 Days After Event
Restroom Key	\$100.00	Refundable, 7-10 Days After Event
Old Town Hall	\$ 25.00 plus tax	Per Hour
Old Town Hall Damage deposit	\$250.00	Refundable, 7-10 Days After Event
Old Town Hall Key Deposit	\$100.00	Refundable, 7-10 Days After Event

## TOWN OF MELBOURNE BEACH FEE SCHEDULE BY RESOLUTION 2024-04

## Exhibit B

**Extraordinary Expense: Must be paid in full prior to commencement**

In addition to the fee schedule adopted by the Town, the applicant shall be responsible for the payment of any extraordinary expense incurred by the Town in analyzing or reviewing all or any part of the application and other activities related to the land development as initiated by said application. Extraordinary expenses may include, but shall not be limited to specialized consultants, experts, planning consultants, engineering services, legal consultants (excluding for the purposes of litigation), or any other services necessary to evaluate the proposal of the applicant and to advise the Town regarding same. Such expense will be charged to the applicant at the actual cost of fees and expenses incurred by the Town for these services. The Town may decide to obtain such services at the beginning of, or any time during, the development process. The Town shall notify the applicant of the Town's intention to retain such services in advance of incurring the expense on the behalf of the applicant. However, the Town's failure to provide said notice shall not relieve the applicant of its obligation to pay such expenses. The Town shall, within its sole discretion, determine when and whether to retain such services.

Upon determination of the Town to retain such services, the applicant will be required to place a deposit with the Town to cover the anticipated cost of the required services. All expenses associated with such services including any administrative cost of the Town attributable to the service(s) will be paid from the deposit. The deposit must be received by the Town prior to the Town proceeding with any action. Should the deposit be depleted prior to the completion of the development process, the applicant will be required to replenish the deposit prior to additional action on the part of the Town. Any unused portion of the deposit will be refunded to the applicant within thirty (30) days from the date of the Certificate of Occupancy. Upon the request of the applicant, the Town Commission may review such extraordinary expenses as to the necessity and amount.

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH,  
BREVARD COUNTY, FLORIDA, AUTHORIZING  
PARTICIPATION IN FDLE'S EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM FOR PRISONER TRANSPORTATION;  
PROVIDING FOR AUTHORITY TO EXECUTE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Melbourne Beach and the Melbourne Beach Police Department have the option to participate in FDLE's Edward Byrne Memorial Justice Assistance Grant (JAG) for prisoner transportation; and

**WHEREAS**, pursuant to Rule 11D-9, F.A.C., the Town is required to authorize and approve its participation in the Edward Byrne Memorial Justice Assistance Grant (JAG) program; and

**WHEREAS**, the Town Commission of the Town of Melbourne Beach desires to authorize and approve its participation in the Edward Byrne Memorial Justice Assistance Grant (JAG) program for prisoner transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Melbourne Beach, Florida, that:

**Section 1.** The above recitals are true and correct and are adopted and incorporated herein.

**Section 2.** The Mayor is hereby authorized to execute the attached approval letter and the Clerk is hereby authorized to transmit the attached approval letter to FDLE for participation in the Edward Byrne Memorial Justice Assistance Grant (JAG) program for prisoner transportation.

**Section 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Brevard County, Florida, at its regular meeting this 17th day of July, 2024.

ATTEST:

TOWN OF MELBOURNE BEACH,  
FLORIDA, a Florida Municipal Corporation

\_\_\_\_\_  
Amber Brown  
Town Clerk

By: \_\_\_\_\_  
Alison Dennington, Mayor

(TOWN SEAL)



## Town Manager Report for July 2024

1. First completed review of the 2025-202 budget was held on Wednesday, July 3<sup>rd</sup>.
2. Update on parking stickers issued: 1351 resident stickers distributed, 31 guest stickers paid for.
3. Attended Planning & Zoning meeting
4. Attending BOA meeting for coastal variance
5. Successful Fourth of July celebration held by the MBVF Association.
6. Computer Experts meeting
7. Met with residents from Surf Avenue to answer questions regarding budget, election process etc..
8. Meeting with Orange Data to discuss lien and permit search work.
9. Revised Fee Schedule
10. Several discussion with Town engineer, Building Official and resident on Third Avenue.
11. Met with department head to discuss annual reviews.
12. Congratulations to Town Clerk Amber Brown, who received her Certified Municipal Clerks designation!

## July 2024 TASK LIST

<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Lifeguard coverage</b>	<b>3/15/2023</b>	<b>6/19/2024</b>	<b>6/19/2024</b>	Wyatt Hoover	
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
6/19/2024	Considered lifeguard contract for 2024-2025. Failed for a lack of motion.				
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.				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Sixth Ave boat ramp improvements</b>	<b>8/17/2022</b>	<b>12/18/2024</b>		Commissioner Runte	Town Manager/ PW Director
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
6/19/2024	Push to December after hurricane season.				

## July 2024 TASK LIST

3/20/2024	Corey Runte- Pushed for 3 months
8/16/2023	At the workshop next week.
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